
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: Master Agreement CC-2184-07/VFT - SHIP Affordable Housing Repair

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Award Master Agreement CC-2184-07/VFT - SHIP Affordable Housing Repair to Posey Builders Construction, Inc., Lake Monroe, FL; RLH Consulting & Management, Inc. dba R.L.H. Construction, Sanford, FL; Vision IV Construction, Inc., Orlando, FL; Unipark Construction Corporation, Casselberry, FL; and Corinthian Builders, Inc., Sanford, FL (Estimated usage is \$1,200,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

CC-2184-07/VFT will provide for all labor, materials, equipment, coordination and incidentals necessary for home repair on an as-needed basis at various locations throughout Seminole County.

The project was publicly advertised and the County received six (6) responses. The Review Committee consisting of Michelle Cahill, Project Manager, Community Development; David Medley, Director, Community Services; Rob Heenan, Principal Coordinator, Community Development; Becky Heckters, Planner, Community Development; and Shelley McHaney, Planner, Community Development; reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the Master Agreement to the five (5) lowest priced, responsive, responsible bidders: Posey Builders, Inc.; RLH Consulting & Management, Inc. dba R.L.H. Construction; Vision IV Construction, Inc.; Unipark Construction Corporation; and Corinthian Builders, Inc. The backup documentation for this agenda item includes the Bid Tabulation Sheet and the Award Agreement with RLH Consulting & Management, Inc. dba R.L.H. Construction as an example. The term of the Agreements shall run for two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each.

A Fixed Fee Agreement has been utilized to procure these services based on direct labor hours and materials quoted by the successful bidder. Direct labor hours were determined as fixed hourly rates that included wages, fringe and benefits, overhead, general and administrative expenses and profit. The fixed hourly rates shall include all costs for work in place, including, but not limited to transportation of materials to the project site, tools, and related items, costs associated with company officers and support staff superintendents, inspectors, project managers, estimators, administrators, buyers, etc., and clean up. In addition, materials would be paid generally at cost, including, if appropriate, material handling

costs as determined for each individual project.

Authorization for the performance of services by Contractors under this Master Agreement shall be in the form of written Work Orders issued, executed by the County and signed by the Contractors. The work and dollar amount for each Work Order shall be based on the individual project. The estimated value of work is approximately \$1,200,000.00 per year through multiple work orders and is subject to adopted annual budgets.

STAFF RECOMMENDATION:

Staff recommends that the Board award Master Agreement CC-2184-07/VFT - SHIP Affordable Housing Repair to Posey Builders Construction, Inc., Lake Monroe, FL; RLH Consulting & Management, Inc. dba R.L.H. Construction, Sanford, FL; Vision IV Construction, Inc., Orlando, FL; Unipark Construction Corporation, Casselberry, FL; and Corinthian Builders, Inc., Sanford, FL (Estimated usage is \$1,200,000.00 per year).

ATTACHMENTS:

1. CC-2184-07/VFT Agenda Backup
2. CC-2184-07/VFT Award Agreement to RLH Consulting & Management Inc dba R.L.H. Construction

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: **CC-2184-07/VFT**
 PROJECT TITLE: SHIP Affordable Housing Repair
 BID OPENING
 DATE: August 1, 2007 at 2:00 P.M. Eastern

PAGE: 1 of 2

| ITEM DESCRIPTION | Response #1 | Response #2 | Response #3 | Response #4 |
|---|--|--|--|---|
| | Posey Builders Construction, Inc. P.O. Box 471403 Lake Monroe, FL 32747 David Posey 321-624-1437 (Phone) 407-549-5278 (Fax) | RLH Construction Co. 1843 McCarthy Avenue Sanford, FL 32771 Robert L. Hillery 407-330-7104 (Phone) 407-328-8055 (Fax) | Vision IV Construction, Inc. 1401 W. Colonial Drive Orlando, FL 32804 Jose Lugo 407-426-9022 (Phone) 407-386-7707 (Fax) | Unipark Construction Corporation 300 Wilshire Blvd, Suite 200 Casselberry, FL 32707 Pedro L. Medina 407-831-5300 (Phone) 407-831-5305 (Fax) |
| TOTAL AMOUNT OF BID | \$243,000.00 | \$274,200.00 | \$284,544.00 | \$630,900.00 |
| Acknowledge addenda 1-2 | Yes | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes | Yes |
| Certification of Non-Segregated Facilities Form | Yes | Yes | Yes | Yes |
| Americans w/Disabilities Act | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes | Yes | Yes |
| Financial Statements | Yes | Yes | Yes | Yes |

B.C.C. - SEMINOLE COUNTY, FL BID TABULATION SHEET

BID NUMBER: **CC-2184-07/VFT**

| ITEM DESCRIPTION | Response #5 | Response #6 |
|---|---|---|
| | Corinthian Builders, Inc. 2175 Marquette Avenue Sanford, FL 32773 Richard Kovacsik 407-403-5658 (Phone) 407-322-8641 (Fax) | Five Star Reconstructors, Inc. 123 Marine Street St. Augustine, FL 32085 Christopher Gloin 850-777-9393 (Phone) 866-559-8838 (Fax) |
| TOTAL AMOUNT OF BID | \$656,880.00 | Non-Responsive |
| Acknowledge addenda 1-2 | Yes | No |
| Trench Safety Act | Yes | Yes |
| Bidder Information Form | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes |
| Certification of Non-Segregated Facilities Form | Yes | No |
| Americans w/Disabilities Act | Yes | No |
| Drug-Free Workplace Form | Yes | Yes |
| Public Entity Crimes Form | Yes | Yes |
| Financial Statements | Yes | No |

Bid Package Opening: August 1, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771

Bid Opening Tabulated by Vagillia Taylor, Senior Procurement Analyst

(Posted by Vagillia Taylor on August 6, 2007 at 9:00 a.m. Eastern)

(Updated by Vagillia Taylor on August 24, 2007 at 1:30 P.M. – Recommendation of Award)

(Revised by Vagillia Taylor on September 7, 2007 at 3:00 P.M. – Board Date Rescheduled)

Recommendation of Award: Posey Builders Construction, Inc.; RLH Construction Co.; Vision IV Construction, Inc.; Unipark Construction Corporation; Corinthian Builders, Inc.

Pre-Award Meetings: August 28, 2007 9:00 am – 3:30 pm

BCC Agenda Date: October 9, 2007

**CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **R.L.H. CONSULTING & MANAGEMENT, INC. d/b/a R.L.H. CONSTRUCTION**, duly authorized to conduct business in the State of Florida, whose address is 1843 McCarthy Avenue, Sanford, Florida 32771, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the professional construction and remodeling services of a competent and qualified CONTRACTOR to provide SHIP and HUD/HOME funded home repair and rehabilitation services in Seminole County; and



WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish contractor services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, labor, equipment, transportation, coordination, and incidentals necessary to perform those tasks generally described as, but not limited to, miscellaneous housing repairs and rehabilitation projects throughout Seminole County, as directed by COUNTY's Department of Community Services Director or his/her designee (hereinafter the

"SHIP/HOME Program Administrator") and as indicated in Exhibits A, B, C, D, and E attached hereto and incorporated herein by reference. Required services shall be specifically enumerated, described, and depicted in Work Orders authorizing the performance of the specific tasks (the "Project(s)"). A form of Work Order is attached as Exhibit B hereto. All materials used in said Projects shall conform to the specifications in Exhibit D unless such materials are no longer commercially available in which case the CONTRACTOR shall utilize comparable, code compliant substitutes as approved by the SHIP/HOME Administrator. CONTRACTOR shall also fully comply with the Housing Quality Standards set forth in Exhibit E hereto for all Projects.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the Project authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order shall describe the Project services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement, the Exhibits, and attachments hereto, including particularly, Exhibit A, Scope of Services. COUNTY makes no covenant or promise as to the number of available Projects or that CONTRACTOR will perform any

Project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONTRACTOR shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein, but in no event later than one hundred eighty (180) days from commencement. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings. Any Project not completed within one hundred eighty (180) days shall be subject to a liquidated damages assessment of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each day in excess of one hundred eighty (180) days.



SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. A "Time Basis Method" of compensation shall not be considered for any work order in the absence of formal amendment to this Agreement. CONTRACTOR shall be compensated in accordance with the Rate/Draw Schedule attached as Exhibit C to this Agreement, subject to Section 7 hereof. The Work Order Fixed Fee amount shall include any and all reimbursable expenses. CONTRACTOR'S compensation for all Projects authorized by Work Orders pursuant to this Agreement shall not exceed the sum of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year for the initial term of this Agreement or any renewal thereof. COUNTY shall not initiate any work orders which would cause the aggregate amount due CONTRACTOR to exceed ONE MILLION TWO

HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year. CONTRACTOR shall have no claim against COUNTY for any amount of compensation in excess of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) per year during the terms of this Agreement or any renewal thereof.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform all work required by the Work Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein. CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed; provided however, that all such payments shall be subject to the retainage provisions set forth in Section 7, below. Each Work Order issued shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(b) Payments shall be made by COUNTY to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice shall be sent to:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CONTRACTOR's periodic requests for payment under each work order according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CONTRACTOR's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CONTRACTOR shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CONTRACTOR is for the payment of goods and services of vendors, laborers, materialmen, or subcontractors, CONTRACTOR shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CONTRACTOR upon proof of satisfactory final inspections and/or issuance of certificates of occupancy by COUNTY or city building official and the and final walk through and approval of the SHIP/HOME Administrator.

(f) In the event this Agreement is terminated for cause by COUNTY due to CONTRACTOR's fault or negligence, any retainage then held by COUNTY may be applied towards the cost of remedying the costs or damages incurred by COUNTY in accordance with Section 12(c) hereof.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of all work and inspection approvals required hereunder for any particular Project and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of documented, proper invoicing.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the United States Department of Housing and

Urban Development ("HUD"), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions. CONTRACTOR and any subcontractors in its employ shall comply with all applicable Federal and State of Florida labor law and environmental law standards and all of the specific legal requirements enumerated in Section 11 of this Agreement.

(d) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. ACCEPTANCE OF SERVICE. Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to

COUNTY caused by CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, plans, and reports or any other form of written instrument or document that may result from CONTRACTOR'S services or that were created during the course of CONTRACTOR'S performance under this Agreement shall become the property of COUNTY after final payment is made to CONTRACTOR.

SECTION 11. ADHERENCE TO FEDERAL AND STATE LAWS AND REGULATIONS.


(a) **HUD/HOME Program.** If HUD/HOME funds are utilized for any one or more Projects, CONTRACTOR shall adhere to all HOME program requirements, including but not limited to the following Sections of 24 CFR:

- (i) §92.251 - Property Standards;
- (ii) §92.252 - Qualifications as affordable housing:
rental housing;
- (iii) §92.257 - Faith Based Activities;
- (iv) §92.351 - Affirmative Marketing; Minority Outreach Program;
- (v) §92.354 - Labor;
- (vi) §92.355 - Lead Based Paint;
- (vii) §92.350 - "Other Federal Requirements";
- (viii) §92.353 - "Displacement, Relocation, and Acquisition";
- (ix) §92.354 - "Labor";
- (x) §92.355 - "Lead Based Paint";
- (xi) §92.356 - "Conflict of Interest";
- (xii) §92.358 - "Consultant Activities"; and
- (xiii) §92.505(b) - "Applicability of Uniform

Administrative Requirements".

CONTRACTOR shall not assume COUNTY responsibilities for environmental review under §92.352 and the intergovernmental process under §92.357. However, CONTRACTOR is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with state and local regulations, nor is CONTRACTOR released from any environmental pollution that it may cause or have caused and CONTRACTOR shall assume full liability therefore.

(b) **Compliance with State and Local Laws.** During the execution and implementation of this Agreement, CONTRACTOR shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(1) For all Projects involving SHIP funding, CONTRACTOR shall fully comply with Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership"  and the implementing regulations, Chapter 67-37, Florida Administrative Code.


(2) All written procedures, policies and the Local Housing Assistance Plan issued by COUNTY regarding implementation of COUNTY SHIP Program.

(3) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY. In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112,

Florida Statutes, COUNTY shall have the right to terminate this Agreement.

(4) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(c) **Other Federal and State Funding.** To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, this Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

(d) **Prohibition of Lobbying.** CONTRACTOR covenants that no federal or state funds derived from activities under this Agreement shall be used for lobbying any  elected or appointed official of the executive, legislative, or judicial branch of government for the State of Florida or the United States.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to COUNTY all data, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by

CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination. The CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.


(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Causes deemed not to be the fault or negligence of CONTRACTOR may include acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in

the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 13. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, this Agreement shall prevail.

SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any subcontractor, vendor, employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin.  This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 15. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise

recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. PERFORMANCE BONDS AND USE OF SUBCONTRACTORS. (a) If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates. All subcontractors retained by CONTRACTOR shall be pre-approved by COUNTY before CONTRACTOR enters into any contract with such outside subcontractor or vendors. CONTRACTOR shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the SHIP/HOME Program Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CONTRACTOR shall then be free to enter into the subcontract without further delay. CONTRACTOR shall be fully responsible for the adequacy of services performed and materials provided by subcontractors as well as for prompt payment thereof and for prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CONTRACTOR. All subcontractors shall be properly licensed and subject to the same

insurance requirements as CONTRACTOR under this Agreement.

(b) CONTRACTOR shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services of each particular Project authorized by Work Order. For the duration of the term hereof, CONTRACTOR shall furnish COUNTY with a copy of the subject performance bond in the full amount of the contract price. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CONTRACTOR shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.


SECTION 18. INDEMNIFICATION OF COUNTY. CONTRACTOR shall hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, including all attorneys' fees arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR whether caused by CONTRACTOR, its agents, subcontractors, vendors or otherwise. This section shall be deemed to include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) General. CONTRACTOR shall, at its own cost, procure the

insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate  shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.


(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of a written request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full

responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A"  or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other

obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:



LIMITS

| | |
|--|--|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The policy shall have a

maximum deductible of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR and its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. "Contract Claims" shall include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement and shall be addressed with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through formal mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be agreed upon by the parties. Costs of mediation services shall be shared equally among the parties participating in the mediation.

SECTION 21. NOTICE, DESIGNATED REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, shall designate and advise CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to

the day-to-day conduct of this Agreement shall be addressed. The designated representative named in subparagraph (b) below shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

SHIP/HOME Program Administrator
Community Services Department
534 W. Lake Mary Blvd.
Sanford, FL 32773



FOR CONTRACTOR:


RLH Construction
1843 McCarthy Avenue
Sanford, FL 32771

(c) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an  representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.



SECTION 29. ASSIGNMENT OF AGREEMENT. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other.

SECTION 30. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto and no other person. There are no third party beneficiaries to this Agreement.

SECTION 31. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

R.L.H. CONSULTING & MANAGEMENT,
INC. d/b/a R.L.H. CONSTRUCTION

JIM HILLERY, Superintendent

By: _____
ROBERT L. HILLERY, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate/Draw Schedule
- Exhibit D - 2006/2007 New Construction/Reconstruction and
Housing Rehabilitation Specifications
- Exhibit E - Housing Quality, Site and Neighborhood Standards

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EXHIBIT A
SCOPE OF SERVICES
AFFORDABLE HOUSING REPAIR PROJECTS

All capitalized words and terms herein shall have the same meaning ascribed to them in the attached Agreement.

1. CONTRACTOR, whether a General, Residential, or Building Contractor, will be required to provide costs and services to repair or rehabilitate single-family residential homes or multi-family units (such as townhouses), for Work Orders funded by either county, state, or federal funds.

2. Repairs to homes may be a "whole unit rehabilitation" per HUD definition or a partial rehabilitation where only some major or minor repairs are accomplished. The intent is to repair or rehabilitate housing for income eligible persons who qualify for such residential repairs or construction funded by either state, federal, local or a combination of grants or programs COUNTY administers. Should federal funds be used, CONTRACTOR will follow 24 CFR, Part 92 (HOME Regulations) and all federal requirements (i.e., environmental reviews and adherence to Davis-Bacon Laws, if applicable) during the construction of the residence(s). If HOME funds are used under this master agreement, the maximum number of homes/units to be assisted shall not exceed eleven (11) homes/units in the aggregate Work Order number for one (1) vendor. To the extent that any federal or state funding sources other than or in addition to HUD/HOME funds or SHIP funds are utilized for any Project, the Agreement shall be amended to reflect the particular funding source involved as well as identify the applicable statutes, regulations, and reporting requirements for CONTRACTOR compliance.

3. CONTRACTOR will be requested to provide cost estimates based on specifications for the desired residential construction. Such estimate will be guaranteed for ninety (90) days and confirmed in a Work Order. A Work Order will be issued as specified in the master Agreement prior to CONTRACTOR beginning work, and specifications as indicated in Exhibit D for the unit will be identified. A sample work order is displayed in Exhibit B and includes general specifications applying to Work Orders. A fixed fee Rate/Draw Schedule is displayed in Exhibit C. A sample of general specifications applicable to all Work Orders is displayed in Exhibits D and E.

4. Each Project may include trades as framers, electrical, plumbing, roofing, air conditioning and heating, tree removers, landscaping, painting, insulation, flooring, carpeting, cabinet installation, septic, well, window, vinyl siding, tile, irrigation, cleaning and other miscellaneous trades, as required.

5. CONTRACTOR will be compensated according to the schedule in Exhibit C subject to the retainage provision in the Agreement. All work performed under any Work Order shall conform to the applications set forth in Exhibits D and E to the Agreement.

Bid Form
CC-2184-07 Repair

| Services - Labor Hours (Hourly rate per person) (Overtime rates are not included) | Rates | Estimated Annual Hours | Total |
|--|------------------|-----------------------------------|---------------|
| Carpet Installation / Flooring | 25 ⁰⁰ | 300 | 7500 |
| Demolition | 35 ⁰⁰ | 480 | 16800 |
| Electrical | 65 ⁰⁰ | 960 | 62400 |
| Heating / Air | 75 ⁰⁰ | 480 | 36000 |
| Painting | 25 ⁰⁰ | 720 | 18000 |
| Plumbing | 85 ⁰⁰ | 480 | 40800 |
| Roofing | 25 ⁰⁰ | 2400 | 60000 |
| Doors / Windows | 35 ⁰⁰ | 720 | 25200 |
| Minor Repair Miscellaneous (For repair categories not specified above) | 25 ⁰⁰ | 300 | 7500 |
| Total Bid Price: | | | 274200 |

1. Award for this agreement will be based on Total Bid Price. The Bidder acknowledges that each quoted rate proposed above includes compensation for all work, labor, permits, bonds, and any and all incidental costs necessary for the proper execution of the required services.

2. Contractor will bill for actual material cost and actual equipment rental cost plus a maximum percentage of 5%. Material and equipment costs will be identified on an individual project basis.

3. The award process for individual work orders is based on low bid process. Contractors will be asked to provide bids based on individual projects, and written quotes must reflect the above rates and include material & equipment costs.

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 1st day of August, 2007.

RLH Construction Co.
(Name of BIDDER)

R. T. Hillery
(Signature of person signing this BID FORM)

R. T. Hillery
(Printed name of person signing this BID FORM)

Vice President
(Title of person signing this BID FORM)

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Contractor: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____
 Robert L. Hunter, Procurement Supervisor

 (Procurement Analyst)

Date: _____
 As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) CONTRACT PRICE:
 - (i) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (Original Contract Price). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order Price) all costs of any nature relating to:
 - (1) performance of the Work under Central Florida weather conditions;
 - (2) applicable law licensing, and permitting requirements;
 - (3) the Project site conditions, including but not limited to, subsurface site conditions;
 - (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.
 - (iv) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations, and relocations (temporary and permanent) by CONTRACTOR.
 - (1) In addition to the acknowledgements previously made, the CONTRACTOR acknowledges that the CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.
 - (2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) CONTRACTOR shall submit applications for payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold retainage to secure completion of the Work in an amount equal to the product of the number of Days after the 31st Day following the Date of Commencement of Contract Time liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of Days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY's discretion be withheld from subsequent Progress payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions and within the time specified in this Agreement, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, N/A (\$) per Day for each Day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include but are not limited to expenses for engineering fees and inspection costs arising from Contractor's failure in meeting either or both the Substantial Completion and Final Completion dates.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

EXHIBIT C
RATE/DRAW SCHEDULE

The Rate/Draw Schedules is based on the value of the job. For higher value rehabs, draws will be based on the estimated dollar amount satisfactorily completed. Draws shall be subject to the retainage requirements set forth in Section 7 of the Agreement.

| | |
|----------------------------|---|
| \$0 - \$15,000 | 1 DRAW - 100 percent job completion. Draw will be issued upon job completion after all applicable final inspections are satisfactorily completed. |
| \$15,001 - \$30,000 | 2 DRAWS - 50 percent job completion for each draw. |
| \$30,001 - \$45,000 | 3 DRAWS - 25 percent; 50 percent, and 100 percent job completion for each draw. |
| 45,001 - \$60,000+ | 4 DRAWS - 25 percent job completion for each draw. |

EXHIBIT D
COMMUNITY ASSISTANCE DIVISION
COMMUNITY DEVELOPMENT OFFICE



**2006-2007 NEW CONSTRUCTION / RECONSTRUCTION AND
HOUSING REHABILITATION SPECIFICATIONS**

General Requirements

Specifications:

- This specification is designed to cover all areas of work and takes precedence over the work write-up and any construction drawings. It should be used in conjunction with the work write up and/or architectural plans to determine the particular items/tasks for each project. The specifications shown are intended to represent items of a quality level known to meet the County's requirements. While the County endeavors to provide written specifications that are accurate and non-restrictive for the purpose of bidding/quoting, they may reference an item by manufacturer's name and number per 24 CFR 85.36 (12) (c) (vi). Materials/products equal to those specified may be used.

Note: All products and materials listed below may be substituted with an "equal or better" product and material of "equal or lesser cost" or as required by Local, State and/or Federal codes or regulations.

All replacement items must be new unused products with full warranties.

All replacement Appliances are to have Energy Star Rating.

All refrigerators must include water and ice maker in door and be at least 18 c.f. or larger.

All Water Heaters, HVAC, to have 13 seer rating or better.

All Architectural Roofing Shingles to be 30 year life guarantee or better, lightest color available that coordinates with outside home wall color, client's choice.

All paint to be 20 year warranty or better.

All Interior painting to be antique or off white, one color if painting is throughout the home.

All Interior patch painting to match existing wall or ceiling color.

All outside painting color clients choice with contrasting trim to coordinate with local Homeowners Association standards.

All Carpet and Pad to be FHA 10 year quality or better, low nap one color throughout house.

All Vinyl must be sheet seamless FHA 10 year or better.

All Kitchen counters to be seamless laminate.

All Kitchen cabinets to be FHA quality or better.

All warranties on all items used in the repairs must be submitted with the request for payment. Examples: Fans, appliances, water heaters, HVAC, light fixtures, shingles, plumbing fixtures, vinyl, carpet, etc.

All workmanship guaranteed a minimum of one year after completion of job.

All roof workmanship guaranteed a minimum of one year after completion of job.

All completed Home Repairs may be reviewed by the Seminole County Program Monitor for up to three years after completion of job.

All products and materials must be installed/constructed in accordance with the manufacturers industries standards recommendations and accepted practices and workmanship.

2006-2007 Residential Rehabilitation Products and General Specifications

Permits:

- All projects must have required permits. A copy of the permit must be turned in before the commencement of work. The scope of work and all drawings that make-up a given project/agreement must be submitted to the local building department as part of the permit documents.

Commencement of Work:

- For all rehabilitation work except emergency, the contractor, unless prohibited by inclement weather, must begin work within seven (7) days after a written Notice to Proceed has been made available to the County and signed by the Community Development Office designee. Subcontractors must begin work within seven (7) days.
- A pre-construction meeting will occur within three (3) business days after the issuance of the Notice to Proceed.
- Contractor will notify the assigned rehab inspector as to commencement of work.
- All work shall be satisfactorily completed within the specified time period. If the Contractor does not complete the work within the time frame specified in the work contract, the Contractor will be responsible for the lodging costs of the homeowner beyond the contract completion date, unless the reasons for the delay are beyond the Contractor's control and the homeowner and County agree.

Completion of Work:

- At the completion of the project the contractor will inform the homeowner how to use and maintain all installed fixtures, appliances, air conditioning systems, smoke detectors, etc. The Contractor will explain all guarantees/warranties and give documentation of guarantees/warranties to the homeowner. The Contractor will also supply the County and the homeowner with a list of all subcontractors used to install major components, i.e. plumbing, electrical, air conditioning, etc., with their address(s), phone number(s) and license numbers.

Scope of Work:

- Contractor shall provide all labor, materials, equipment, permits, drawings (if needed), and services for the proper completion of the rehabilitation of the property specified in the work write up. For reconstruction projects the Contractor will provide all engineering, design and construction plans.

Work Write Up:

- The work write up shall not take precedence over the (1) local and state building codes, (2) specifications, or (3) architectural drawings, respectively.

Drawings:

- Rehabilitation floor plans are for illustrative purposes only and may not show all work required, exact dimensions, or construction details. Contractors shall verify all dimensions prior to submission of bids.

Changes in the Write Up/Change Orders:

- Job to be completed with no change orders.
- Changes will only be permitted when the Contractor or inspector encounters unforeseen conditions, which impact the work and could not be initially evaluated. The Contractor shall not proceed without authorization from the County's representative. Substitution of materials, changes in the scope of work or workmanship required by these specifications, which may be proposed by the Contractor, shall be submitted in writing with any costs indicated to the Community Development Office Housing Manager for approval.
- The County reserves the right to send out to bid any change orders.

Workmanship:

- All work shall be performed in accordance with the standards of the industry and done in a professional "workmanlike manner".

Materials:

- All material shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their purchase or delivery to the job. Products and materials should be installed in accordance with manufacturer's directions and specifications.
- When "repair of existing work" is called for by the contract, the item is to be placed in "equal to new condition" either by patching or replacement. All damaged, loose, or rotted parts shall be removed and replaced, and the finished work shall match adjacent work in design and dimension.

2006-2007 Residential Rehabilitation Products and General Specifications

Materials: (Continued)

- Product types, sizes, colors, etc. shall be in accordance with this specification. Unless authorized by the County or its Designee, any product or material that does not match the specification sheet will be removed and replaced with the contractor absorbing all costs incurred.

Incidental Items:

- Items not mentioned in these specifications, the architectural drawings, or the rehabilitation write-up, that can be reasonably and legitimately inferred to, belong to the work described, or be necessary, in good practice, to provide a complete system shall be furnished and installed as though specified in every detail.

Inspection of Work:

- The Contractor shall facilitate inspection of the work during normal working hours by authorized inspectors, and the work shall be subject to inspector's acceptance.

Insurance:

- Insurance coverage required by the County must be in force throughout the entire contract term. Should the Contractor fail to provide acceptable evidence of current insurance within (30) days prior to the expiration date of an insurance policy or at any time during the contract term, the County shall have the absolute right to terminate the contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of finishing the incomplete portion of a project at the time of termination.

Subcontractors:

- When subcontractors are employed they shall be bound by the terms and conditions of this contract insofar as it applies to their work. This shall not relieve the General Contractor from the full responsibility for proper coordination, notification and completion of all work executed under this agreement.

Warranty:

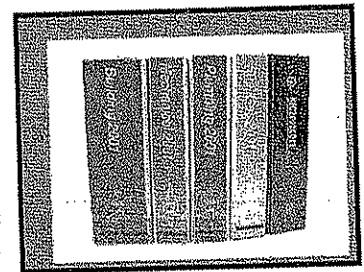
- All rehabilitation, repair or reconstruction work must be warranted/guaranteed by the Contractor for a period of one (1) year. Roof work must be warranted/guaranteed by the roofing Contractor for a period of one (1) year. During the warranty period if the contractor is notified of a problem, by the homeowner or a representative of the County's staff, ten (10) working days. If the Contractor feels the problem does not fall under the requirements of the warranty or is a result of the homeowner, the contractor should notify the County's designated Inspector. The County's Community Development Office designee will make all final determinations in regard to corrective action. In the event corrections are not made within the required time limit the County reserves the right to remove the Contractor from the bid list until all corrections have been completed.

Building Codes:

- All work shall be done in accordance with the current Federal, state and local, statutes, codes and ordinances. The 2004 Florida Building Codes, the Florida Fire Prevention Code, and the National Electrical Code shall apply to construction.

Clean Up:

- All construction site debris will be placed in a container on a daily basis. No debris is to be left anywhere on/in the premises. All areas will be thoroughly cleaned at the completion of the project. All debris will be disposed of legally.



2006-2007 Residential Rehabilitation Products and General Specifications

Pay Requests:

- The Contractor shall submit all final municipal permit inspection approvals, written warranties and owner/maintenance manuals with all final pay requests. No funds will be disbursed until all required inspections and final approvals from the Building Department have been obtained.
- Faxed pay requests will not be accepted.
- For rehabilitation projects a partial pay request may be turned in after 50% of the work has been completed and inspected. The partial payment dollar amount will not exceed 60% of the total job cost.
- Pay Requests for reconstruction projects will be issued as follows:
 1. 10% upon permitting
 2. 15% after slab pour.
 3. 15% after lintel completion.
 4. 25% after dry-in
 5. 25% after drywall completion
 6. 10% at completion after final, Certificate of Occupancy and all utilities are operational.
- Pay Requests for minor, moderate and substantial rehabilitation projects will be issued as follows: Monthly by the 15th of each month for work in place, inspected and approved by the municipality and the Community Development Office representative.

Note: Any deviations to the above payment schedule must be approved in writing by the County or its designee.

2006-2007 Residential Rehabilitation Products and General Specifications



Bathtub - Gateway Bathtub, Eljer Plumbingware

Bathtubs and Showers - Lascoat™ 2-Piece Tub and Shower Unit, Lasco Bathware Molded sectional. BathLock™ front installation system. Integral toiletry shelves and acrylic

Bathtubs and Showers - Ventura Enameled Steel Bathtub, Eljer Plumbingware One-piece construction for recess installations. Diagonal brace. Sound-deadening foundation pad. Straight tiling edges. Full wall flange. Slip-resistant bottom. 40-gallon capacity. 60-inch by 30-inch by 15-1/4-inch

Carpet Pad - Carpet Cushion, Leggett & Platt; 6-Pound, 7/16" Thick Ultimate, Red and Black; 8-Pound, 5/16" Thick Berberbond, Blue and Black

Ceiling Fan - With Light Kit, 52-Inch Home Depot Brand

Ceiling Mount Fixtures - Glass Globe Ceiling Light Fixture. 8-inch white dome fixture with polished brass fitter. Uses one 60 Watt bulb, sold separately. UL Listed.

Ceiling Texture - Interior Paint Ceiling Spray, Popcorn Supreme Polystyrene - Acoustical, Litex, Inc. Polystyrene.

Ceramic Decorative Tile - 4x4 American Marazzi

Composition Shingles - Fiberglass Asphalt Shingles, Timberline® Select 30, GAF "Shadow Accent™". 12" x 36". Class A fire and wind ratings. "Dura Grip" adhesive seals Rustic, wood-shake appearance.

Cooktops - 30" Built-In Gas Cooktop, GE Appliances; No. JGP328WECWW, White

Cooktops - 30" CleanDesign Electric Cooktop, GE Appliances

Dishwashers - 6-Cycle Dishwasher, GE Appliances; Push-button controls operate with ease. QuietDesign™ sound package or better.

Door, Exterior Steel - 6-Panel Prehung Swing Out Steel Door with peep hole, Stanley® 24-gauge galvanized steel construction. Foam core. 12" lock block adds strength to lockset and deadbolt. Impact-resistant laminated glass adds to overall security. Matching casing, hinge and sill finishes. Jamb guard security plate resists forced entry. No brick mould. Fixed sill. 4-9/16" primed jamb. Triple sweep and compression weatherstripping eliminates drafts. Factory primed, ready to paint any color. Thermal-break threshold. 20-minute fire rating. 10-year limited warranty.

Door, Interior - Pre-hung Flush Lauan - Includes casing. Hollow core. Finger-jointed jamb. Ready to paint.

Door, Interior Bi-Fold, Flush - Lauan, Premdor, 1-3/8" thick. 2-door. Pre-hinged. Includes track, hardware and instructions. 80" high. Prehinged, pre-fit ready to install. Ready to paint, stain or varnish.

Door, Screen - EZ Hang Villager Metal Screen Door, Villager Series in black, bronze or white. Metal Industries. 1" x 2" frame. Kick plate. Reversible hinge. Includes all hardware. Prehung.

2006-2007 Residential Rehabilitation Products and General Specifications

Door, Storm, Self-Storing - Series 941, Metal Industries, Pneumatic closer and sweep. Tempered safety glass. Maintenance-free finish in Black, Bronze or, White. Push-button hardware. 1" x 2-1/8" frame size. Includes screen.

Doors, Patio, Vinyl - Better-Bilt Aluminum Products, Series 470 HP, Bronze or White, Single Glaze.

Dryer Venting - Flexible Vent Duct, Deflect-O.

Drywall Texture Patch - , Spray Texture, Spraytex

Entry Locksets - Keyed Entry Knob, Kwikset, Polished Brass, 2-3/8" backset. 1" x 2-1/4" square corner faceplate, 2-1/4" high full lip square corner strike. Keyed exterior. Turn-button on inside. Labor to include mortising of door.

Entry Locksets - Keyed Entry Lever Lockset, Lido, Kwikset. Lifetime finish and lifetime mechanical warranty. Grade 2 security. Pick resistant. Dual torque springs for increased durability and performance. No sagging. 3-step installation. Labor to include mortising of door(s).

Entry Locksets, Deadbolt - Defiant. Adjustable latch to fit 2-3/8" and 2-3/4" backset. 1" throw. Hardened steel roller. Adjustable backset. To meet or exceed ANSI (American National Standards Information) test for over 200,000 opening and closing cycles. Polished brass. Labor to include mortising of door(s).

Faucet, Kitchen - Single-Handle, Deck Spray, Delta Deck mount. 8" center set. 3-hole installation. Vegetable sprayer included. Machined brass valves. Washerless design. Lifetime warranty.

Faucet, Kitchen, Dual-Handle - American Standard Cadet. Deck mount.

Faucet, Laundry - 2-Handle, Glacier Bay Deck mount. 4" center set. Drip-free washerless cartridge. Standard 3/4" hose thread on end of spout. 12-year limited warranty.

Faucets, Tub and Shower - Single Control Tub And Shower Set, Moen. Pressure balanced. Lever handle. Includes adjustable-spray shower head, arm and flange, and diverter spout with flange. ADA compliant.

Flashing, Roof - Galvanized Metal Roof Edge, Z-Flashing, gauge per code. Valley and Roll Flashing, Southeastern Metals, Galvanized gauge per code.

Flood Light - with Photo Cell, Lights of America

Gas Ranges - 30" Gas Range, Free-Standing, Hotpoint; Lift-up cooktop with easy-clean subtop. Twin cooktop burners. Extra-large standard cleaning oven with 2 shelves. Standing pilot ignition system. Drop-down broiler drawer. Dimensions: 26-1/2" deep x 30" wide. No. RGB508PPAWH

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter and accessories, Amerimax.

Gutters and Downspouts - 5" Hi-Tensile Aluminum Gutter, Amerimax

Gypsum Board - Permabase™ Cement Board, National Gypsum w/double-wrapped edge.

Gypsum Board - USG Sheetrock® Moisture -Resistant Gypsum Panel; 1/2" Thick, 4' x 8', Greenboard

2006-2007 Residential Rehabilitation Products and General Specifications

Gypsum Board -USG Sheetrock® Drywall Panel 1/2" Thick, 4' x 8'

Insulation, -Air Infiltration Barrier, Roll - Tyvek Homewrap

Insulation, Batt - R-30 Kraft Face, 23" Wide

Insulation, Fiberglass Roll - PinkPlus™ and PinkWrap™, Owens Corning

Lavatory Sink - Drop-In - Eljer Plumbingware, Round. Enameled steel. Self-rimming. Two soap depressions. Front overflow. Includes mounting clips.

Lavatory Sink - Oval Drop-In Lavatory Sink, Vitreous china, Self-rimming, Front overflow. Eljer Plumbingware .

Lumber:

Cedar - Western Red Cedar

Douglas Fir - Standard and Better Kiln Dried Douglas Fir

Framing, Treated - No. 2 Pressure Treated Southern Yellow Pine, .25

Southern Yellow Pine - Kiln Dried No. 2 Prime Southern Yellow Pine

Studs - 25 Gauge Steel Studs and tracks

White Wood - Kiln Dried No. 2 and Better White Wood/SPF Nominal sizes. Actual size is about 1/2" less when dry. "SPF" may be either spruce, pine or fir.

Lockset - Keyed Entry Knob Combo Pack With Deadbolt, Kwikset

Modified Bitumen - Per Code

Outdoor Security Light Fixtures - Entry and Patio Security Light, Regent Lighting; Aluminum construction with black finish. Perfect for entries, patios, pools and decks. 8500 square foot coverage. On at dusk, off at dawn operation. Mounts to standard lampholder mounting plate with adapter. Uses high pressure sodium bulb type, 70 watt, S62, medium base. Operates on 120 volt. Dimensions, 11-inch long x 8-1/2-inch high x 8-inch wide. Lifetime warranty. UL Listed for wet locations.

Paint - Interior and Exterior Enamel, Premium Plus®, Behr

Range - Electric, GE Appliances Spectra™ Free-Standing QuickClean™

Receptacle, Duplex, Residential Grade - Leviton . 125 Volts. Large head terminal screws accept up to 10-gauge copper or copper-clad wire. Quickwire push-in terminals accept up to #12 copper or copper-clad wire. All screws in place. Shallow receptacle preferred by professionals. Ivory. UL Listed.

Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Register and Grilles - Supply and Return Air Grille, Sidewall or Ceiling Register Grille, Three-Way, Stamped steel, Curved blade damper. White EDP finish. Selkirk Metalbestos.

2006-2007 Residential Rehabilitation Products and General Specifications

Roofing Felt, Building Paper - 15-Pound Roofing Felt, Asphalt saturated. ASTM code approved

Roofing, Rolls, - Mineral Surface - Mineral Guard Roll Roofing, GAF Fiberglass reinforced. Meets ASTM D 3909. 2" selvage-edge overlap.

Seismic and Hurricane Ties - Simpson Strong-Tie; Galvanized finish

Shower Stall, One-Piece - Lascoat™, Lasco; One-Piece Shower Stall, Lascoat™, Lasco; Integral toiletry shelves; center drain; slip-resistant, textured bottom not listed by IAPMO or FHA.

Shower, Stall Wall Kit - American Shower And Bath

Side by Side Refrigerators - GE Appliances (side-by-side, water and ice in door hooked-up. Minimum 18 cubic feet).

Siding, Cement Fiber - Fiber Cement Lap Siding

Sink, Stainless Steel - Single Bowl - Signature Series, Elkay®.

Smoke Detector - Alarm Control Smoke Detector, Firex® with False Alarm Control™ quiets unwanted alarms for up to 15 minutes. Battery backup. Interconnectible with up to 18 units. Quick-connect wiring harness. 5 year limited warranty.

Soffit and Fascia, Aluminum - Aluminum Vented, Amerimax, color to be white (match existing trim where other than white)

Storm Door - Ultracore™ Dual-Vent Full-View Storm Door, Emco Specialties Triple-Track window system allows ventilation from top or bottom or both. 1" Forevertech™ composite frame, tough as steel, hard as rock. Solid-brass handle set with separate deadbolt security. Color is molded through the door so scratches wipe clean. Forever push-button closer holds door open with the click of a button. One-piece construction keeps moisture out. Elegant brass-finished sweep ensures tight seal across entire threshold. Black, Bronze or, White.

Toilet Seat - Solid Plastic Toilet Seat, Bemis Manufacturing Lightweight.

Toilets (Water Closets) - Patriot Toilet Bowl, Eljer Plumbingware . 1.6-gallon flush. Vitreous china. Two-piece. Elongated rim. Siphon action bowl with shelf-top tank.

Tub And Shower Faucet - Single Control, Moen Clear knob. To include, shower head, arm, flange, and diverter spout.

Tub Wall, Tub Surround - 5-Piece Overlap Construction Design Tub Surround, Tall Elite; 2 towel bars and 6 shelves. Fits alcoves from 49-inches to 60-1/2-inches wide by 28-inches to 31-inches deep. Panels are easy to trim for window openings. Limited 5-year warranty. White high-gloss finish.

Vanity and Top Combos - White Vanity with Cultured Marble Top, Woodcrafters , Arkansas style. Rigid thermofoil front. Raised square panel door. Concealed 35mm European hinges. Glue and dowel construction. Full overlay frameless construction. Fully assembled. Faucet sold separately. 18" Wide x 16" Deep

Ventilated Wardrobe/Storage/Utility Shelving - Closet Maid®. One-piece vinyl coated steel construction with 1-inch spaced wires including horizontal bar for hanging items.

2006-2007 Residential Rehabilitation Products and General Specifications

Vinyl Siding - Castle Ridge® Vinyl Siding, Georgia-Pacific Double 5" traditional lap profile, 12' long panels, 10" exposure, .044" thick, deep-embossed wood-grain texture to look like wood with matching trim and accessories

Wallboard - USG with fiberglass joint tape

Water Heater - Electric or gas, General Electric 40 gallons, Energy Star Rated.

Water Heater, Electric - Profile Performance™, General Electric. 12-year warranty. Include temperature and pressure relief valve. Brass drain valve. Self-cleaning system. Stainless steel heating elements. 53 gallons per hour recovery rate. 21" diameter, 46" height. \$397 estimated annual operating costs. 0.92 energy factor. 20 R-Factor on insulated jacket. Meets or exceeds NAECA and ASHRAE requirements.

Window Sill - Marble Sill

Windows, Aluminum Series - Better-Bilt 770 Single-Hung Tilt-In Aluminum Window, Single glazed. Operating sash tilts in for easy cleaning. Designed with front flange for block type construction. Spiral balances for easy sash operation. Marine glazed. 1-inch nail fins on head and 7/8-inch jambs on sill. 1/2 screen. 2-inch frame depth. R30 AAMA certified. Continuous coverage warranty. By actual size, width x height.



1. CONCRETE

These general specifications are mandatory where applicable:

- a. No concrete shall be placed over grass, roots, or foreign material.
- b. All reinforcing shall be free of scale or coatings that reduce concrete bond.
- c. All reinforcing rods shall be deformed, except plain reinforcement shall be permitted for spirals or tendons. Reinforcement shall be permitted per ASTM Standards listed in ACI 318.
- d. All concrete slabs shall be separated from existing construction by 1/4" asphalt impregnated expansion control joint.
- e. Fill dirt shall be clean and free of deleterious material.
- f. All materials used for concrete forms shall be removed after concrete has set. Voids in exposed concrete surfaces shall be filled with cement and dressed smooth.
- g. Concrete to have a minimum strength of 2500 psi.

2. PIERS AND BASES

Piers shall be of reinforced concrete (2500 psi) minimum dimension 8" x 8" height equal to distance from bottom of joist or sill to existing ground surface.

Termite shields shall be placed on top of all piers.

Bases shall be minimum 4" thick concrete (2500 psi) 16" x 16" or larger. Bases must be set on firm soil below existing ground level. Bases shall not be set on grass, weeds, or other deleterious material.

3. STEPS

a. Precast

Steps shall be standard size, placed over concrete slab, 4" x 4'-0" x 4'-0" and firmly anchored.

b. Hollow Placed

Steps shall be formed in place over 8" x 16" footer. Wall thickness shall be minimum 4"; maximum rise and tread dimensions shall comply with the Florida Building Code (2004-Residential).

c. Frame

Steps shall be P.T. 2" x 12" stringer, Riser and tread dimensions shall comply with the Florida Building Code (2004-R). Bottom of stringers shall rest on concrete pads and be firmly anchored. Treads shall be installed with crown of wood up and only galvanized nails will be used.

2006-2007 Residential Rehabilitation Products and General Specifications

d. Safety Rail

Rail shall be of material called for in work write-up by specialist and firmly anchored at both top and bottom using an approved method and galvanized bolts, screws or nails. Rail shall be 36". A 4" diameter sphere cannot pass through any opening up to a height of 34".

e. Other

Any other type steps not listed will be written in detail on bid specifications.

4. FOOTINGS

Footings shall be minimum 2500 psi reinforced concrete. Reinforcing steel shall be deformed, with a minimum lap of 40 bar diameters. Footing reinforcements shall have a minimum concrete coverage of 3" on bottom and sides. Form work shall be used when existing soil is not sufficiently firm to retain concrete. No concrete shall be placed over grass, roots, or foreign material.

5. FOUNDATION WALLS

Masonry walls shall be nominal 8" x 8" x 16" hollow masonry block laid with full mortar bedding in a running bond, unless otherwise specified.

6. CONCRETE SLAB

All concrete slabs shall be a minimum 4" thick, 2500 psi concrete. Reinforcing shall be 6" x 6" No. 10/10 welded wire over 6 mil waterproof membrane after approved application of termite treatment. No concrete to be placed on grass, roots, or foreign material. All back fill shall be well tamped and level before placing of concrete. Top of slabs placed on existing grade shall be minimum 8" above surrounding soil. Termite treatment is required.

7. CARPENTRY-GENERAL SPECIFICATIONS

These general specifications are mandatory where applicable:

a. Framing shall be level, straight, plumb and true. Framing shall fit closely; set to line and level indicated and fastened in place rigidly. Framing members shall not be cut, notched, or bored more than 1/4 of their depth without adequate approved reinforcing. Boring shall be in the middle 1/3 of the member. Floor joists shall not be cut, notched, or bored more than 1/6 of their depth. Any such cut, notched, or bored shall not exceed 2" in diameter and shall be in the end 1/3 of span only.

b. All studs shall be 16" O.C. All exterior and load bearing stud walls shall have double top plate.

c. All exterior and bearing walls shall have minimum header design per F.B.C. for all loads over all openings. Any rough opening exceeding 5 LF in width will require solid 1/2 plywood core running continuous length of header.

2006-2007 Residential Rehabilitation Products and General Specifications

- d. All structural framing lumber shall be construction grade or better. Moisture content shall not exceed 19 percent at time of installation.
- e. No untreated wood shall be in contact with paving, concrete or masonry within 6" of finish grade. All wood within 6" of the finished grade shall be preservative Treated.
- f. Furring strips applied to masonry shall be 1" x 2" pressure treated pine.
- g. All framing exposed to weather shall be nailed with galvanized nails. All exterior nailing shall use galvanized nails.
- h. Minimum thickness of sill plates shall be nominal 2". Minimum, bearing for ends of joists on wood framing shall be 3-1/2". Sills in contact with masonry or concrete shall be preservative treated.
- i. All new untreated exposed wood must be primed or stained within 48 hours of installation.

8. FLOOR FRAMING

- a. All new or replaced floor joists shall be supported at their extreme ends by either a 2" x 2" ledger or metal joist hanger. Toe nailing only will not be acceptable. No splicing of floor joist between supports will be permitted.
- b. When replacing deteriorated floor joists; new joists shall be of No. 2 yellow pine or equal, pressure treated and having same dimensions as old joists.

9. EXTERIOR WALL FRAMING SPECIFICATIONS

- a. Unless plywood sheathing is used, new corner posts on exterior wooden walls shall be diagonally braced per F.B.C. (2004 Residential/2004 Existing).
- b. Top plates shall be double 2 x 4's. Plates shall be lapped at corners and lapped or anchored to principal intersecting partitions. Splices in lower member of top plate shall occur over studs and in upper member at least 4 feet away from splice in lower member.
- c. Top plates for interior non-bearing partitions may be single. When top plate is parallel to ceiling or floor framing, install 2 x 4 cross blocking not more than 4 feet O.C., unless double joists are provided top and bottom.

10. NEW INTERIOR STUD WALL

A new stud wall should be built as described in specifications. Studs shall be nominal 2" x 4" on 16" centers. Sole plates shall be pressure treated if laid on masonry or concrete.

11. ROOF FRAMING-REPAIR (RAFTERS)

All damaged or deteriorated rafters shall be removed entirely. No splicing of any rafter will be permitted. When rafter tails are to be replaced, they shall cut back flush with exterior siding. New rafter tails shall be of same dimension as the old and attached to

2006-2007 Residential Rehabilitation Products and General Specifications

the existing rafter by extending into the building twice the distance of the overhang and nailed to the existing rafter and nails driven through roof sheathing from top side. All saw cuts on roof framing and rafters shall be to the line and closely fitted.

12. ROOF FRAMING-GENERAL SPECIFICATIONS

a. Conventional Framing

When a ridge board is to be installed, it shall be a minimum of 1" in thickness and not less in depth than the cut ends of the rafters it joins.

Ceiling joists and rafters shall be nailed to each other where possible. Ceiling joists shall be continuous or joined together over a partition to provide a continuous tie across the building.

Plywood sheathing shall be minimum 4'-0" x 8'-0" x 1/2" thick with butt clip between rafters. Solid sheathing shall be a nominal 1" x 12". Strip sheeting shall be 1" x 4" on 12" centers. All end joints shall be made over rafter. Adjacent end joints shall be staggered. Sheathing supporting barge or trim rafter shall extend back onto roof minimum of 4'-0".

When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Manufactured Truss System

When called for in the Work Write-Up, a trussed roof system will be custom engineered (designed) and built for the specific house being rehabilitated. Trusses will be installed per manufacturer's specifications and properly secured to bearing walls. Overhang will match existing or be specified in Work Write-Up.

13. FLOORING-REPAIR

All damaged, loose or broken sub flooring shall be repaired or replaced before installation of a finished floor. Spot repairing of existing tongue and groove flooring shall be made so that end joints occur over a floor joist. Adjacent end joints shall be staggered. Replaced flooring shall match existing in size, quality, and finish, unless otherwise specified.

Flooring or floor covering, when repairing, shall extend into closets and storage areas.

3/4" B-C grade exterior plywood may be used as a substitute when underlayment or floor covering is to be applied.

Replace Shoe Mold

When necessary to remove existing shoe mold in order to repair damaged flooring, new shoe mold shall be installed and finished to match existing shoe mold.

2006-2007 Residential Rehabilitation Products and General Specifications

14. UNDERLAYMENT

- a. Underlayment shall be 3/8" B-C exterior plywood or 3/8" underlayment plywood or approved equal. No CDX with unfilled voids will be allowed.
- b. Any loose flooring or boards to be securely nailed prior to underlayment installation. It shall be nailed securely in a minimum 5" square pattern with screw shank nails to prevent bulging and loose or springy areas. Seams and butts shall be made over floor joists. Plywood seams shall run at right angles to sub flooring seams whenever possible. A suitable filler (Fix-all or equal) shall be applied over seams, indentations, or other openings in the underlayment to provide a smooth surface suitable for resilient floor covering.

15. PLYWOOD FLOORING AND REPAIRS

a. Replacing with New

Replacement shall be 3/4" exterior grade plywood. End joints shall be staggered and occur over floor joist.

b. Subflooring

Sub flooring shall be the same as above, or substitute of 1" x 8" or 12" flooring, diagonal application. End joints to occur over floor joist.

16. HARDWOOD FLOORS-SAND AND VARNISH

a. Repairs

Shoe molding shall be removed and all defective hardwood flooring taken up from the subfloor using care not to rip up or break the tongues from the flooring strips or places that are intended to be retained. Then new matching flooring shall be laid in accordance with the best standard practice of the trade. The entire floor (both existing and repaired) shall then be inspected for protruding nails and any nails found to have popped out shall be countersunk. All flooring will be blind tongue nailed.

b. Refinishing

- (1) After all other trades in the area are finished with their work, the flooring shall be stripped, then sanded with a heavy-duty commercial type power-driven sander. Coarse, medium, and fine grades of sandpaper shall be used to produce a uniform, even, and smooth surface. After sanding, the flooring shall be swept or be vacuum cleaned as necessary to remove all dust and dirt.
- (2) Where the hardwood flooring abuts a resilient floor covering, a standard aluminum edge strip shall be attached at the edge of the flooring with countersunk flathead screws. The aluminum edging shall be as close to the thickness of the installed flooring as possible on one side and shall taper off to a thickness of approximately 1/8" on the other side.

2006-2007 Residential Rehabilitation Products and General Specifications

(3) The flooring shall then receive:

(a) If specified in Rehabilitation Report, an approved wood stain (as listed paint section)

(b) A penetrating sealer followed by two (2) coats of hard spar (marine) varnish, or a coat of polyurethane thinned with mineral spirits as a sealer, followed by two (2) coats of uncut polyurethane (min. 45% resin content).

(c) Appropriate barriers and signs shall be erected to keep people from walking on the floor until the floor finish has cured and set. Then paper shall be laid from door to door to inhibit people from walking on the floor.

(d) Shoe mold or quarter round that was removed shall be reinstalled or replaced by new clear wood molding and finished to match floor.

17. EXTERIOR FLOORING

Tongue and groove flooring for exterior porches or enclosed utility rooms shall be 1" x 4" "C" grade Long Leaf Yellow Pine. When the width of an existing wooden porch is 9'-0" or less, flooring shall extend from main body of structure to outer extremity of porch. No splicing will be permitted in any application unless the spliced flooring is 4'-0" or more in length. Adjacent end joints in runs of flooring must be staggered.

EXEMPTION 1" x 4" clear fir flooring applied with 6-penny finish nails set and caulked. This application can be used only when called for in Bid Specifications.

18. OAK FLOORING

Flooring shall be 25/32" x 2-1/4" end matched tongue and groove (select red oak, select white oak), sanded, sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

19. PINE FLOORING

Flooring shall be nominal 1" x 4" tongue and groove, "C" grade Long Leaf Yellow Pine, sanded, sealed, and two (2) coats of varnish or Polyurethane applied. New floors shall be complete with new clear grade shoe mold finished to match floor.

20. FLOOR COVERING-TILE

Over underlayment install indicated tile using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner.

No self-stick tile will be accepted.

No installation of new floor tile over existing tile will be allowed.

2006-2007 Residential Rehabilitation Products and General Specifications

21. FLOOR COVERING-SHEET VINYL

Over underlayment install indicated sheet vinyl using adhesive recommended by manufacturer. When installing new floor covering, shoe mold shall be replaced with new shoe mold, finished with two (2) coats of pint or varnish as designated by owner. Sheet vinyl shall be as manufactured by ARMSTRONG, or equal.

Sheet goods must meet Federal Specification L-F 001641, Type 3, Class 3, or MPS 4900.1, minimum wear layer thickness .010", ARMSTRONG "Builder Basic" or "Castillian," GAFSTAR "Standard," CONGOLEUM "Builderflor" or "Pacemaker," or equal.

22. FLOOR COVERING-CARPET

Carpeting and pad must be F.H.A. grade (Federal Specification UM44-C). Carpet pad, if separate, shall also meet F.H.A. specifications.

23. FLOOR COVERING-CERAMIC

Ceramic floor tile shall equal or exceed the standard grade requirements of U.S. Department of Commerce Simplified Practice Recommendation R-61-61 and Federal Specification SST-308-b. Floor tile shall be standard grade, selected by owner, set in cement mortar "tickbed" base. All ceramic floors shall be finished with ceramic cove base tile.

24. BASE AND SHOE MOLDING

- a. 9/16" x 3-1/4" Clam Shell - F.J. (for painting) or clear (for staining)
- b. Vinyl Base Molding 4"
- c. Standard to match existing
- d. Shoe Molding 3/4"

Finish wood molding with two (2) coats of semi-gloss paint or varnish as designated by owner.

25. WALL FINISH-PLASTER/"BLUEBOARD"

Rake cracks clean, remove loose plaster or drywall and fill holes and cracks with patching plaster, or drywall joint compound as applicable. New repair shall be struck level with surrounding surface and finished to match existing surface texture.

26. WALL FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" is the trade name for any several brands of plaster base with a high strength, high density gypsum core covered with special absorption face paper for application of veneer (1/16" to 3/32" thick) high strength plaster.

Where indicated, damaged areas are to be cut out square with centerline of existing studs or furring strips. New sections are to be fitted to butt loosely to existing base, nailed in place, taped, and new veneer coat applied level with surrounding surface.

2006-2007 Residential Rehabilitation Products and General Specifications

In new construction, plaster base shall be attached to 2" x 4" studs 16" on center, or 1" x 2" pressure treated furring strips 16" on center, with nails or screws with 6" to 7" spacing. Sections are loosely butted; joints shall be covered with perforated tape, and filled with a quick setting scratch coat prior to application of the veneer surface.

NOTE: This construction shall not be used where normally exposed to excessive moisture humidity, or temperature.

27. WALL FINISH-DRYWALL

Sheetrock shall be taped, bedded and sanded smooth. Sheetrock may be butted to existing square-cut baseboard. Any existing baseboard, window or door trim not adaptable to butting of sheetrock, shall be reduced to square cut, removed and reinstalled, or replaced with new trim over sheetrock.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water-resistant gypsum board shall be used in wet area of bathroom, of utility room, or of exterior porch ceiling.

28. WALL FINISH-DRYWALL OVER FURRING STRIPS

Walls shall be 1/2" sheetrock (or other as called for in Write-Up), taped, bedded, sanded, installed over 1" x 2" P.T. furring strips 16" on center. Sheetrock may be butted to existing square cut baseboard. Any existing baseboard, window or door trim, not adaptable to square cut, shall be removed and reinstalled or replaced with new trim over sheetrock. 1" x 4" P.T. shall be installed along floor, and beneath and on both sides of windows. 1" x 8" P.T. shall be installed above windows, and extending 6" beyond each side of window.

When installing new sheetrock in conjunction with new windows, trim may be eliminated and sheetrock returned to windows using metal corner bead and indicated sills, or trim may be removed and replaced.

All openings without doors shall be finished with metal corner bead. Water resistant gypsum board shall be used in wet are of bathroom or utility room.

29. WALL FINISH-WALLBOARD-REPAIR

New panels or sections of similar type (wood, cane fiber, wood pulp, etc.) and same thickness, to be butted to existing panels and nailed in place nail from 6" x 8". Joints to be concealed by perforated tape and joint compound. Trim or molding removed shall be reinstalled or replaced with new material of matching size and shape.

2006-2007 Residential Rehabilitation Products and General Specifications

30. WALL FINISH-(Prefinished Paneling)

To be a minimum of 3/16" in thickness; dent, scratch and stain resistant surface. Installed on a clean flat surface in accordance with good standard construction practice, free of any damage on surface. Nailed in the grooves with colored paneling nails to match color of groove. All joints to be tight to eliminate cracks from showing. On furred walls, strips to be 16" on centers with P.T. 1" x 2", with one (1) piece of 1" x 4" running horizontal to floor so that base can be nailed into it to keep bottom of paneling from warping. At ceiling, install horizontal 1" x 2" furring strip for nailing ceiling cove and to keep paneling from warping. Trim to be prefinished or natural wooden molding, or simulated vinyl (no fabric covered type) installed in a good construction practice, free of any damage on surface. Install with mitered cuts, tightly fitted and nailed with colored paneling nails to match molding. Flame spread rating of all paneling and trim material to be 200 or less.

31. WALL FINISH-CERAMIC TILE-THINSET

Ceramic tile shall be installed using thinnest. Trim edges with bull nose tile. Wall tile shall equal or exceed the Standard Grade requirements of the U.S. Department of Commerce Simplified Recommendation R-61-61 and Federal Specification SST-308-b. Wall tile shall be of standard grade 4" x 4" x 1/4."

32. WALL FINISH-CERAMIC TILE-MASTIC

Ceramic tile shall be installed in tub area to a height of 60" above tub using mastic on M/R drywall. Trim edges with bull nose tile. Wall tile shall equal or exceed Standard Grade Requirements of the U.S. Department of Commerce. Wall tile shall be of standard grade 4" x 4" x 1/4." Include installation of one (1) towel bar and soap dish in tub area.

33. FIXTURE SET FOR BATH

a. Ceramic

Set shall include paper holder, toothbrush holder, medicine cabinet, one (1) towel bar in addition to soap dish and towel bar in tub area. All fixtures to be securely fastened to wall.

b. Chrome-plated Metal

Set shall include paper holder, toothbrush holder, medicine cabinet, and one (1) towel bar in addition to soap dish and towel bar in tub area. All metal fixtures will be securely fastened with appropriate hollow wall anchors.

2006-2007 Residential Rehabilitation Products and General Specifications

34. TILE BOARD

Prefinished wall panels of 1/8" hardboard with water repellent finish and all necessary chromized aluminum, non-oxidizing, tarnish resistant rim shall be applied to wall according to manufacture's specifications. Apply to smooth clean surface.

35. CEILING FINISH-VENEER PLASTER/"BLUEBOARD"

"Blueboard" plaster base (1/2") shall be attached directly to wood joists and nailed 6" on center. Joints shall be covered with perforated tape and fill with quick setting scratch coat of plaster prior to application of the veneer coat (1/16" minimum).

36. CEILING FINISH-DRYWALL

If joists are 16" on center, the ceiling shall be 1/2" sheetrock tapped, bedded, and sanded smooth form painting. (If ceiling joists are 2'-0" O.C., 5/8" sheetrock must be used.) Drywall may be applied directly to existing ceiling.

3/4" to 1-1/2" cove molding shall be used only when ceiling butts to wood or paneled walls.

37. CEILING FINISH-DRYWALL OVER FURRING STRIPS

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. Sheetrock shall be installed over 1" x 3" furring strips, 12" on center.

38. DROP CEILING-DRYWALL

Ceiling shall be 1/2" sheetrock tapped, bedded, and sanded. New ceiling shall be installed over appropriate dimension new ceiling joists spaced 16" on center. New ceiling joists may be fastened to existing ceiling joists or rafters to prevent sagging--spacing of any supports not to exceed 6'-0".

39. DROP CEILING-SUSPENDED

a. New

Acoustic tile ceiling suspended on exposed or concealed grid system to be installed per manufacturer's specification.

b. Repair

Damaged or stained panels to be removed. Necessary grid repairs shall match existing system. Existing panels may be use if color and texture match new panels.

40. CEILING FINISH-TILE

Ceiling tile shall be installed over 1" x 3" furring strips 12" on center. Acoustical ceiling tile shall be of the interlocking type, 12" x 12" x 1/2", pattern and color as selected by the owner. Perimeter of ceiling shall be finished with manufacturer's recommended ceiling molding.

2006-2007 Residential Rehabilitation Products and General Specifications

41. CEILING FINISH-REPAIR

The repaired area shall conform to the rest of the ceiling and be finished in a good "workmanlike" manner.

42. SCUTTLE HOLES

Scuttle holes shall be installed in area indicated on Work Write-Up (size 22" x 36") and trimmed to conform to ceiling surfaces.

43. WINDOW AND DOORS-REPAIR

The door or window repaired shall operate smoothly, close and lock securely, and shall be weathertight.

44. DOORS-GENERAL SPECIFICATIONS

When installing doors contractors shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces.

All doors specified as new shall be complete with new hardware and new lockset - WEISER, DEXTER, or SCHLAGE only. After trimming and fitting of door, all edges shall receive same finish as sides of door. Threshold and vinyl edge door stop to be included on exterior doors only.

Interior doors shall be 1-3/8" flush, hollow core, lauan or beech, finish as designated by owner.

Exterior combination door shall be 1-3/4" panel lower half, with window and screen insert upper half, varnish grade, finish as designated by owner.

Door stops shall be added where necessary.

Exterior jambs shall be minimum 5/4 stock (Kerfed) jamb material, "C" Fir, or 2 x PT if used in block houses.

If trim is to be stained or varnished, it must be clear stock, not finger jointed.

Door viewer shall be 180° field of vision (min.), and be installed at a height convenient for owner above finished floor.

New exterior doors shall be primed or sealed as soon as possible after they are hung. This includes filling any gaps or holes, priming and sealing all four (4) edges.

45. WOOD SCREEN DOOR

New screen door shall have clear wood stiles, be 2-panel, 1-1/8" thick, complete with all new hardware, automatic closer and locking latch (not keyed)l Finish with two (2) coats of paint or varnish (owner's choice).

46. ALUMINUM SCREEN DOOR

Screen door shall be minimum 1" extruded-aluminum, prehung, with metal jamb, lock and closer.

2006-2007 Residential Rehabilitation Products and General Specifications

47. WINDOWS GENERAL-SPECIFICATIONS

When installing new windows, contractor shall repair any surrounding areas affected by this work. The repair work shall be finished so as to conform to the surrounding surfaces. When installing a new type of window in an existing wooden frame, all grooves, offsets and projections on the side and head jambs and sills shall be finished flush and smooth.

Windows (aluminum awning or aluminum single hung) when specified new, shall include new aluminum screens, permanent weather stripping, positive locking device, nylon or stainless bushings, and aluminum lazing bead. New bathroom window to have obscure glass. The awning window shall have torque-bar operator. All windows and frames shall be thoroughly caulked at time of installation.

48. NEW WINDOW FRAMING

Window opening shall be framed to fit standard size windows with new casings and trim applied to match existing surfaces. Windows installed in bedrooms shall have an openable area of 24" high and 20" wide with a minimum net clear opening of 5.7 sq. ft. (Exception: Ground floor may have 5.0 sq. ft.).

49. WINDOW, WOOD-NEW SASH

New wooden sash shall be fitted to window opening so as to operate freely, lock properly, and be weathertight.

50. WINDOW SCREEN-ALUMINUM FRAME

New screens shall replace existing so as to give proper ventilation and insect prevention. Aluminum screen wire of 18 x 14 mesh shall be used. New latch and hangers will replace old. All old hooks and latches shall be removed and the holes filled.

51. WINDOW SCREEN-RESCREEN

a. Deteriorated screening shall be completely removed and replaced with 18 x 14 mesh aluminum or fiberglass screen. On wood frame window screens, all damaged or deteriorated molding shall be replaced with new matching molding. All damaged or missing hangers and hooks shall be replaced with new.

b. Rescreening of exterior porches shall be done using new 8 x 14 mesh aluminum or fiberglass screen. All damaged or deteriorated molding shall be replaced with new matching molding.

New wood molding shall be primed and then painted with semi-gloss exterior paint.

52. EXTERIOR SIDING-REPLACING/REPAIRING

New siding shall blend and conform with surrounding area. All joints shall be tight, and adjacent end joints shall be staggered a distance of at least two studs. Caulk at all window and door trim.

2006-2007 Residential Rehabilitation Products and General Specifications

53. EXTERIOR SIDING-NEW (T-111.R.B. & B., ETC.)

Panels shall be 5/8" x 4'-0" x 8'-0" of pine or fir with no voids or patches on exposed surface. No 303 panels or seconds will be used. Install using 8d galvanized finishing nails 6" - 8" on center and 6" O.C. on panel edges.

Stain or paint per owner's request and according to Spec. No. 89-PAINTING.

54. EXTERIOR SIDING-ASBESTOS

New asbestos shingles shall be as manufactured by Johns-Manville "Ranch Grain Texture": 12" x 24" or equal. (Match existing shingles as closely as possible.) Shingles shall be applied over vapor barrier material as recommended by manufacturer. Caulk all windows and door trim.

55. EXTERIOR SIDING

a. Aluminum

New aluminum siding shall be not less than .024" thickness for wall panels and .032 for siding. Siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold.

b. Vinyl

New vinyl siding shall be installed over a vapor barrier or reflective type insulation as recommended by manufacturer. Installation shall include window J-channel, door channel, inside and outside corners, starter strip, and finish mold. Siding shall be T-Lok solid vinyl siding by Mastic Corporation or approved equal. Product shall be installed by a licensed vinyl siding installer only.

56. TRIM

a. Aluminum

All door and window trim shall be covered with baked enamel coil stock (minimum .019").

b. Vinyl

All door and window trim shall be covered with vinyl stock.

57. SOFFIT AND FASCIA

a. Aluminum

Existing soffit material should be removed. Eaves shall be enclosed by installing baked enamel aluminum ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of baked enamel aluminum over same. Soffit material shall be not less than .019" thickness, baked enamel aluminum. Non-structural aluminum sheets shall have a minimum thickness of .032.

2006-2007 Residential Rehabilitation Products and General Specifications

b. Vinyl

Eaves shall be enclosed by installing vinyl ventilated soffit material to underside of rafters. Enclosing the eaves shall include installation of fascia board and application of vinyl over same. Vinyl shall be as manufactured by Mastic Corporation or approved equal.

58. SOFFIT AND FASCIA-FRAMED

a. Aluminum

Soffit shall be built under roof overhand and covered with baked enamel aluminum soffit material over wooden soffit framing. Aluminum soffit material shall be either ventilated, ribbed or V-groove, as selected by owner. Molding and trim shall be baked enamel aluminum. A fascia board shall be installed on rafter ends, and covered with baked enamel aluminum. Soffit shall be constructed 90° to wall, parallel to ground, and soffit supporting "look out" members shall be maximum 24" center to center.

b. Vinyl

Soffit shall be built as above and covered with vinyl as manufactured by Mastic Corporation or approved equal.

59. GUTTERS/DOWNSPOUTS

a. Aluminum

When gutters and/or downspouts are specified, aluminum gutters shall be installed over existing fascia, backstop with hangers recommended by manufacturer. Downspouts shall be place over concrete or fiberglass splash block.

b. Galvanized

Galvanized gutter and downspout installation, when specified, shall be the same as the above.

60. EXTERIOR SIDING-STUCCO

a. New Installation

All stucco work shall be installed in accordance with ASTM C 926 and C 1063.

If stucco is to be applied over frame construction, a waterproof building paper of 30 lb. asphalt saturated felt must be applied to siding. Over felt, nail 3.4 galvanized metal lath reinforcement wire 7" on center with 1" galvanized roofing nails. Over reinforcement, apply one (1) 1/2" scratch coat, one (1) 1/4" brown coat and one (1) 1/8" finish coat shall be used.

If stucco is to be applied over primed block walls a 3/8" scratch coat and a 1/8" finish coat shall be used.

2006-2007 Residential Rehabilitation Products and General Specifications

Block walls with any existing paint, surface coat, or finish that would hinder proper adhesion, shall be sandblasted clean before application, and/or an approved cement bonding agent or lath applied.

b. Repair

Remove all damaged stucco. Repair or replace metal lath or wire fabric as necessary, and apply new stucco to match existing surface.

61. SPRAY CRETE

Shall be applied to clean prepared surface with a masonry bonding, if needed. Two coats machine application, troweled in, but not to be applied over wood. Second coat may have marble glitter at owner's option.

62. ROOFING-GENERAL SPECIFICATIONS

All roofing shall be installed per F.B.C. (2004 Residential). All valleys, flashings, and eaves drip shall be replaced with new F.H.A. grade metal. All bare rafters shall have F.H.A. type metal edge. All vents and stacks projecting through the roof shall have appropriate new boots or flashing. Eaves drip or gravel stop shall overlap a minimum of 3" or a clip will be installed over the joint.

All damaged or rotted sheathing boards shall be replaced with new. End joints shall be made over a rafter. Rotted portions of rafters shall be cut back to good wood and a new rafter rail scabbed-in adjacent to rotted one and extended back into the building a distance equal to 2/3 to 1/3 ratio.

No new roof will be installed over any old roofing. Sheathing supporting barge rafters shall extend back onto the roof at least 4 feet or additional supports installed no more than 2'-0" O.C.

Roofing nails shall not penetrate through roof sheathing at any open or visible spot.

When new roofing is installed, sagging portions of roof shall be braced with minimum 2" x 4" lumber from roof rafters to nearest bearing wall. Purlins or sole plates shall be used when necessary.

When a new roof is installed in conjunction with aluminum fascia, eaves drip or gravel stop, and flashing shall also be aluminum.

63. ROOFING-MODIFIED BITUMEN

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install modified bitumen roofing material per manufacturer's specifications. Modified bitumen roofs shall carry a two-year unconditional warranty.

2006-2007 Residential Rehabilitation Products and General Specifications

64. ROOFING-BUILT-UP

a. Tar and Gravel

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 4-ply, hot mopped built-up roof. Flood coat surface and cover with white river gravel.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Tar and gravel built-up roofs shall carry a five-year unconditional warranty.

b. Smooth Surface

Over G-2 glass base sheet or 43# organic felt (Type IV) base sheet, install a 3-ply fiberglass built-up roof (11-1/2" exposure) and emulsify the finished top surface per manufacturer's recommendations. Over emulsion apply a finish coat of fibered aluminum roof coating.

NOTE: If glass base is used, rosin paper must be installed between it and the bare wood deck. Smooth surface built-up roofs shall carry a two-year unconditional warranty.

65. ROOFING-METAL

Install metal starting strip on barge rafters and roof, indicated sections with five (5) V-crimp metal roofing and F.H.A. type metal drip edge. Existing sections which are free of rust and not damaged may be used providing they are identical to the configuration of the new panels. Panels must be nailed and caulked in conformance with the manufacturer's recommendations.

66. ROOFING-STRIP SHINGLES (FIBERGLASS/ASPHALT)

Apply two layers of 15 pound asphalt felt over 19" overlap. Over felt, install 240 pound self-sealing Class "A" strip shingles per manufacturer's recommendations. Provide a 30 year pro-rated warranty certificate from the manufacturer.

67. OVERHEAD GARAGE DOOR

a. New

Shall meet F.B.C. Code wind standards.

Door shall be of steel or fiberglass, one piece or sectional as called for in Write-Up. It shall be of standard size and opening framed to fit. Installation shall include all new track, hardware, hanger brackets, and springs. New door shall have key lock and lock securely. Door shall be installed so as to be reasonably weather tight.

b. Repair

Repair shall include the replacement or repair or adjustment of existing door hardware to make door fully operational, lockable, and reasonably weather tight.

2006-2007 Residential Rehabilitation Products and General Specifications

68. FASCIA/EAVES/SOFFIT-REPAIR

a. Fascia

Deteriorated fascia boards shall be replaced using like material or No. 2 pine of same dimension. When replacing a fascia board, its length shall be sufficient to reach a minimum of three (3) rafter ends.

b. Eaves

Deteriorated sections of eaves shall be repaired by replace rotted rafter tails, sheathing, and fascia board (if existing) with new material to match the existing wood in dimension. All rotted wood shall be cut out and removed.

c. Soffit

Deteriorated sections of soffit shall be removed and replaced with new material to match existing. Replace all deteriorated soffit screening with 18 x 14 mesh aluminum screen wire or aluminum vent strips.

69. SOFFIT-EAVES

All eaves of house/accessory building, including gable ends shall be enclosed. This shall be done by applying 3/8" exterior plywood to underside of rafters. Enclosing of eaves shall include installation of fascia board. Soffit vent shall be 18 x 14 mesh aluminum wire or aluminum vent strips.

70. SOFFIT-FRAMED

Soffit shall be 3/8" exterior plywood installed from end of rafter to wall of structure. Soffit shall be constructed at 90° to wall, parallel to ground, and shall not be attached to bottom of rafters. Maximum spacing for soffit supporting "look out" members shall be 24" center to center. Soffit shall be finished at wall with molding strip and at end of rafter with a fascia board. Soffit vent shall be 18 x 14 mesh, aluminum wire, or aluminum vent strips.

71. CABINETS-VANITY

Lavatory base cabinet shall be clad with mica plastic (1/32" minimum thickness) on sides, front, doors, and drawers. Top shall be approximately 22" wide with 3" back splash, mica "curv-a-top," or wood covered with mica plastic (minimum .050" thickness). Lavatory basin shall be 18" round porcelain enamel on steel. Imitation molded marble tops may be used as substitute. Vanity installation should include new center set pop-up drain, new trap and supplies, and shut-offs.

72. CABINETS-MEDICINE

Shall be standard size of stainless steel, recessed, with minimum three (3) shelves, and plate glass mirror, unless otherwise specified on Work Write-Up.

2006-2007 Residential Rehabilitation Products and General Specifications

73. CABINETS-KITCHEN BASE

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Base cabinets shall be plastic clad (minimum 1/32" thickness) with appropriate doors and drawers. Top of cabinet shall be approximately 25" wide with a 4" back splash covered with mica (.052" minimum thickness).

b. Repair

Repair shall include replacing all hinges and pulls with new and replacing any damaged drawer guides or slides with new. After repair, doors and drawers shall operate smoothly and close properly. All unrepairable drawers and doors will be replaced.

c. Refinish

Interior of cabinets will be repainted with washable latex enamel following accepted paint procedures. Exterior surfaces will be painted or varnished or may be covered with mica at the owner's request.

74. CABINETS-KITCHEN UPPER

NOTE: It is the contractor's responsibility when installing new cabinets to allow adequate clearance for the new appliances to be installed and/or the owner's existing appliances to be reinstalled.

a. New

Upper kitchen cabinets shall be clad with plastic such as Formica V-32 (minimum 1/32" thickness) or equal. All doors shall be trimmed with plastic and painted inside.

b. Repair

Repair shall include replacing all hinges and pulls with new. After repair, doors will operate smoothly and close properly. All unrepairable doors will be replaced.

c. Refinish

Interior of cabinets and shelves will be painted with a washable latex enamel following accepted paint procedures. Exterior surfaces, at owner's request, will be painted, varnished or may be covered with Formica.

75. COUNTER TOP

Shall be approximately 25" wide with 4" back splash covered with mica (.052" minimum thickness) attached to base of chip board or exterior plywood--3/4" thick.

2006-2007 Residential Rehabilitation Products and General Specifications

76. CLOSETS

Build a clothes closet in the indicated room by installing 2" x 4" studs, 16'-0" on center from floor to ceiling. Inside dimensions to be 2'-0" by specified length. Closet shall be finished inside and out with 1/2" sheetrock and base board. Install flush, bi-fold, or bypass doors neatly trimmed out as called for in Write-Up. Include installation of a clothes shelf, hanger rod and finish flooring.

77. ELECTRICAL

When specified, the following criteria will apply:

- a. New service panel shall include increasing capacity to indicated amps, proper grounding and installing lightning arrester. New service panel box shall include adequate number of circuits to avoid overloads. Label all circuits clearly.
- b. All appliances shall be on separate circuits.
- c. All new and existing exterior outlets and interior outlets in the kitchen, bath and laundry/utility room shall meet N.E.C.210.8 (A) 1-7 with GFCI's.
- d. All exterior doors shall have an exterior light controlled from an interior wall switch.
- e. Each room shall have a light controlled from a wall switch or a switched outlet.
- f. No exposed wire connections will be allowed. All such joints will be properly taped and sealed in an appropriate electrical box.
- g. Closet lights, when specified, shall be recessed units controlled from a wall switch.
- h. New service panel locations shall be in conformance with local codes.
- i. Wiring of new water heater or rewiring of existing water heater shall be in conformance with the National Electric Code (2002).

78. APPLIANCES

When called for new, shall be white or almond in color, in standard dimensions.

a. Electric Ranges

Will have standard oven, clock, and timer and shall be installed and tested for proper operation.

b. Gas Ranges

Will have standard oven, clock, timer and shall be connected to gas supply and tested for proper operation. Duplex receptacle shall be included with range when needed for range accessories.

c. Range Hoods

Shall have a light and a fan with a 2-speed motor with minimum 140 CFM minimum speed.

2006-2007 Residential Rehabilitation Products and General Specifications

d. Refrigerator

Shall be installed in level position with duplex receptacle of no more than one (1) foot from unit. Minimum 18 cubic feet.

79 HEATING

a. Fuel Oil

Indicated model shall be installed and tested for proper operation.. All existing flues, draft controls, thimbles, fuel lines, and stacks shall be replaced with new or provided new when needed. Where existing fuel oil stand and tank are in good operable condition, they may be used. Otherwise, provide and install new 100-gallon tank and stand. Electric service to unit shall be included with blower models.

b. Gas

Indicated model shall be installed in area designated and tested for proper operation. No unvented gas heaters will be accepted. All gas piping, appliances and connections shall meet the Florida Gas Code.

c. Electric

Heater shall be installed to meet National Electric Code (2002) and tested for proper operation.

Individual heaters shall be on separate circuits as per code.

Electric water heaters shall be installed complete with separate electric circuit. Proper wiring shall include use of No. 10 wire protected by Greenfield, bonding the hot and cold water pipes and grounding of unit.

80. APPLIANCE AND HEATING EQUIPMENT-REPAIR

All appliances such as ranges, refrigerators, range hoods, and all heating equipment shall be repaired and tested to assure safety of operation and maximum durability.

81. PLUMBING

All tubs, sinks, lavatories, and water closets, when provided new, shall be installed complete. New water lines shall be 1/2" copper, cpvc or pex joint piping per code. Where connecting copper to existing iron pipe, a dielectric union is required. All new chrome trim and fittings to include: faucets, traps, supply and return pipes, stops, diverter valve, lead and brass stubs, water closet in-and-out parts. As specified, shower rod shall be aluminum, or stainless steel screwed to wall.

Water lines, waste lines, and vents shall be of size and material approved by the Plumbing Code.

Gas water heaters shall be installed complete with gas lines and properly vented in accordance with applicable codes.

2006-2007 Residential Rehabilitation Products and General Specifications

A drain pan shall be installed under the water heater with a 1" diameter waste pipe and relief valve.

82. NEW ADDITIONS

When new additions are specified, all materials and workmanship shall comply with applicable codes and requirements.

83. ACCESSORY BUILDING-METAL

a. All metal utility buildings shall be prefabricated aluminum type with P.T. floor joists installed and anchored according to manufacturer's directions.

b. The building 8'-0" x 10'-0" or larger shall contain one (1) 3'-0" x 6'-8" metal door with lock in handle and an optional aluminum single-hung or awning window, as called for in the Write-Up.

c. When metal wall panels are less than .032 thicknesses and meet F.B.C. 2004.

d. All metal utility buildings shall be weather tight and designed so that the interior floor will be dry.

84. ACCESSORY BUILDING-FRAME

Construct a frame accessory building to specified dimensions along with a minimum 3/12 roof pitch and 12" minimum roof overhang.

Garage shall be constructed as follows:

a. 8" x 16" continuous footer per F.B.C. (2004 Residential)

b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire mesh, 6 mil vapor barrier and termite treatment.

c. 2" x 4" studs on 16" centers pressure treated, sole plate, double top plate.

d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23. Hurricane clips every rafter. 1" x 8" cedar or #2 pine fascia with 1" x 2" drip strip of same material. Box in soffit and gable overhang with 3/8" exterior grade plywood. Roof sheathing to be minimum 4'-0" x 8'-0" x 1/2" exterior grade plywood. Spacing of rafters shall be determined by the sheathing and other material used.

e. Both gable ends and all exterior walls shall be finished with 5/8" T-111 plywood or other code approved materials.

f. Roofing shall be 240 pound strip shingles over 15 pound felt. All roof edges shall have F.H.A. metal drip edge.

g. Install one (1) metal overhead door, 7'-0" x 8'-0."

h. Install one (1) 1-3/4" x 2'8" x 6'8" solid exterior door (half-combination, at owner's request) complete with jamb and entry lock.

i. Install one (1) aluminum awning or S.H. window C-23.

j. Vent through either gable or eaves.

2006-2007 Residential Rehabilitation Products and General Specifications

85. ACCESSORY BUILDING-BLOCK

Construct a block masonry accessory building to specified dimensions along with a minimum, 3/12 roof pitch and 12" minimum roof overhang as follows.

- a. 8" x 16" continuous footer with two #5 rebars.
- b. 4" concrete floor slab reinforced with 6" x 6" - 10/10 wire or fiber mesh.
- c. 8" x 8" x 16" cement block walls. Top course shall be "U" lintel blocks with one 5/8" rod and 2500 psi concrete. If 2" x 8" P.T. plate is to be installed, anchor bolts shall be 1/2" x 6" spaced 6'-0" on center. Exterior corners to have steel dowels and continuous 5/8" rods into lintel. Core to be filled with concrete.
- d. Install engineered truss system, or conventionally frame per F.B.C. (2004 Residential) Chapter 23.
- e. Both gable ends and all exterior walls shall be finished with tempered hardboard, grooved panels, or 5/8" T-111 plywood.
- f. Install one (1) metal overhead door, 7'-0" x 8'-0."
- g. Install one (1) 2'8" x 6'8" (1-3/4" thick) exterior combination door with jamb and entry lock.
- h. Install one (1) aluminum awning or S.H. window C-23.
- i. Vent through either gable or eaves.

86. FENCES

a. New

Shall consist of the chain link variety. Hot dipped galvanized wire, post, and fasteners. Entrance gates shall be minimum 36," driveway gates minimum 10'-0." Posts shall be anchored in concrete. All fence installations shall be surveyed. Height to be in accordance with local zoning regulations.

b. Repair

When called for Work Write-Up shall consist of reinstalling or replacing with new line posts, corner posts, top rail or section of fencing (chain link or wood) and repair or replacement of gates.

87. DEMOLISH AND REMOVE FROM PREMISES

All items listed under this specification shall be removed from premises before calling for final inspection. Remaining areas shall be left clean.

88. SMOKE DETECTOR(s)

Shall be a UL, F.B.C. and N.E.C. approved and installed unit with battery back up. Unit shall have a minimum one-year warranty.

2006-2007 Residential Rehabilitation Products and General Specifications

89. PAINTING

Painters must be approved by Community Development before contract is approved.

a. General

No lead based paint will be used for any application. (This means any paint containing more than one percent (1%) lead by weight in the total non-volatile contents.)

All surface conditions identified as immediate hazards shall be thoroughly cleaned (washed, sanded, scraped, wire brushed, or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping, and loose paint on applicable surfaces. Such surfaces that have been so treated shall then be repainted with two coats of a suitable non-lead paint in accordance with Section 35.14.

No interior or exterior painting is to be done without a painting inspection and approval to proceed (contractor shall request inspection after surface preparation has been completed). Any painting over dirt or over loose, scaling, or peeling paint will be rejected.

All surfaces including floors, walls, ceilings, trim, doors, and both sides of window and door glass, shall be cleaned, and excessive paint removed from same upon completion of painting.

b. Products

All painting products shall be standard, nationally known brands of "best grade" first-line quality with labels on the containers. All paint shall be delivered to the job site in unopened containers. All painting products shall be applied in strict accordance with manufacturer's specifications. Paint colors only shall be selected by owner.

c. Preparation

All joints in trim siding and frames shall be caulked by gun method before application of paint. Prepare surfaces by scraping loose paint, point up all cracks and holes, and sand smooth both exterior and interior surfaces. All foreign material such as nails, hooks, fasteners, etc., shall be removed, and the holes filled and sanded smooth: (Putty nail holes, cracks, and blemishes after primer coat has been applied, but before application of finish coats.) All stained and porous surfaces shall be sealed before painting. Coat all knots, sap streaks, and water stains with one (1) coat shellac, or other approved sealer, before painting. All masonry surfaces shall be pressure cleaned or wire brushed free of loose material; all voids will be patched and allowed to dry prior to painting. All metal surfaces will be scraped free of loose materials, and all rust removed prior to painting. Galvanized metal shall be allowed to weather two (2) weeks prior to painting, or coat with zinc chromate or vinegar solution prior to painting.

2006-2007 Residential Rehabilitation Products and General Specifications

d. Application

All surfaces to receive paint and special applications are indicated. The painting out of a room shall include all walls, ceiling, base trim, window and door trim, interior of all closets, kitchen cabinets, drawers, and both sides and all four (4) edges of doors. All wood trim, bathroom walls and ceiling, and kitchen walls and ceiling, shall be coated with washable semi gloss paint. All newly installed exterior wood shall receive one (1) coat of primer within 48 hours of installation.

NOTE: All painting shall adequately cover surface painted - ADDITIONAL COATS MAY BE NEEDED TO MEET THIS REQUIREMENT.

- (1) Interior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (2) Exterior Painting--unless otherwise specified in the Work Write-Up, painting shall include one (1) primer coat and one (1) finish coat.
- (3) Porch Floors--unless otherwise specified in the Work Write-Up, painting shall include two (2) coats of quality exterior finish and deck enamel.
- (4) Concrete and Masonry--painting shall include one (1) primer coat and one (1) finish coat of latex based paint.
- (5) Metal--follow manufacturer's instructions for metal surface preparation. Prime metal with one (1) coat of metal primer, then finish painting with one (1) coat of Rustoleum, Kilrust, or approved equal.

90. INSULATION

When installation of insulation material is specified, batts or loose-filled material of any type certified for this purpose may be used. The installed material shall conform to conform to the F.B.C. and its Energy Efficiency requirements:

Minimum installed allowances as allowed by code are:

R-30 for Attic Insulation

R-19 for Wall Insulation (frame walls)

R-5 for Wall Block Wall Insulation (Double fur as necessary to increase)

These "R" values shall be certified in writing by the installing contractor.

91. FILL AND GRADING

- a. No wood surfaces shall be closer than 8" to any soil. Fill material shall be clean and free of stones and debris with no wood scraps. It shall have reasonable moisture content when placed. Fill material placed against newly damp-proof surfaces shall be an appropriate sand-gravel mix for proper soil drainage. Fill material shall be carefully placed against walls and shall be well compacted. Fills having a depth in excess of 30" shall be placed in layers of 12" in thickness or less, and each layer shall be well

2006-2007 Residential Rehabilitation Products and General Specifications

compacted. Where applicable, top 4" (3" under sod) shall be topsoil suitable to plant growth. Strip and stockpile topsoil that will be reused in the work.

b. Grading of yards and drainage away from building.

NOTE: Scheduling a yard to be graded does not necessarily imply that the pitch of the entire yard is to be changed. It usually means that various lump, depressions and irregularities are to be filled, and/or raked smooth to finish grade that insures proper drainage for the lot.

92. Eligible Energy Efficiency Improvements

The following energy efficiency improvements are eligible for funding to the extent that they meet individual program requirements and do not exceed maximum assistance levels:

Infiltration Control

1. Caulking
 - a. Window frames
 - b. Door frames to exterior or unconditioned areas
 - c. Sole and top plate - when accessible only
2. Penetrations - utility, hose bib, and other exterior or interior joints or cracks in the building envelop
3. Weather stripping
4. Threshold replacement/installation - doorways to exterior or unconditioned areas
5. Exhaust vent damper installation
6. Fireplace - install flue damper, glass door and outside combustion air intake

Insulation

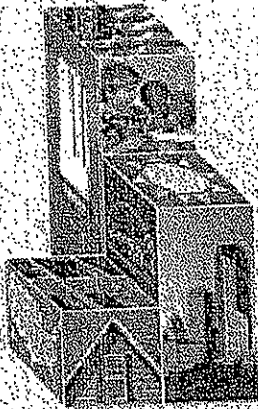
1. Ceiling - increase to R 30
2. Exterior walls
 - a. Frame - increase to R 11
 - b. Block - increase to R 5
3. Ductwork - forced air heating and cooling in unconditioned areas - increase to R 6
4. Water pipes (hot & supply) within 6 feet of water heater fittings

Heating & Cooling System

1. Maintenance service to heating or built in cooling system
2. Replace failed heating system with high efficiency unit
3. Thermostat replacement

Hot Water Conservation - installation of flow restricting device or shower head to limit flow to no more than 3 GPM

Work performed under this section shall meet the requirements of the State of Florida Energy Efficiency Code for Building Construction.



Buildings for the 21st Century

Buildings that are more energy efficient, comfortable, and affordable... that's the goal of DOE's Office of Building Technology, State and Community Programs (BTS). To accelerate the development and wide application of energy efficiency measures, BTS:

- Conducts R&D on technologies and concepts for energy efficiency, working closely with the building industry and with manufacturers of materials, equipment, and appliances
- Promotes energy/money saving opportunities to both builders and buyers of homes and commercial buildings
- Works with State and local regulatory groups to improve building codes, appliance standards, and guidelines for efficient energy use
- Provides support and grants to States and communities for deployment of energy-efficient technologies and practices



CODES & STANDARDS

THE MODEL ENERGY CODE



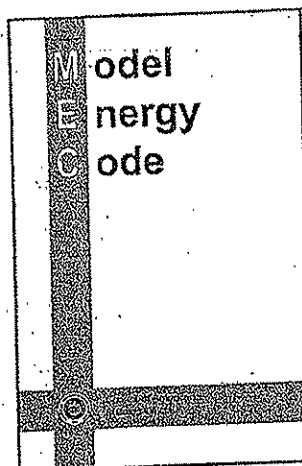
What is the Model Energy Code?

The Model Energy Code (MEC), published and maintained by the International Code Council (ICC) as the "International Energy Conservation Code" (IECC) as of 1998, contains energy efficiency criteria for new residential and commercial buildings and additions to existing buildings. It covers the building's ceilings, walls, and floors/foundations; and the mechanical, lighting, and power systems.



What editions of the MEC are available?

The MEC was first published in 1983, with subsequent full editions published in 1986, 1989, 1992, 1993, and 1995. The 1998 IECC is the successor to the 1995 MEC.



QC-2184-07/VFT
Page 35 of 40



What edition of the MEC is enforced in my state?

A current list is available at www.energycodes.org. While some states have adopted the MEC without modifications, some states adopt one of the MEC editions with state-developed amendments. Still others adopt the MEC as recommended practice but have no state-wide requirement that all new construction use it.



Who developed the MEC?

The MEC was originally developed jointly (under the auspices of the Council of American Building Officials, CABO) by Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO), National Conference of States on Building Codes and Standards (NCSBCS), and Southern Building Code Congress International (SBCCI), under a contract funded by the U.S. Department of Energy.



What buildings must comply with the MEC?

The MEC applies to all new residential and commercial buildings, and additions to such buildings. *Residential buildings* are defined as detached one- and two-family dwelling units (referred to as single-family buildings or Type A1 in

For more information about the DOE Office of Building Technology, State and Community Programs, contact:

Energy Efficiency and Renewable Energy Clearinghouse (EREC)
1-800-DOE-3732
www.eren.doe.gov/buildings

Codes and Standards Home Page:
www.energycodes.org

For more information on MECcheck™ contact:

Stephen J. Turchen
Phone: 202-586-6262
FAX: 202-586-4617
Email: Stephen.Turchen@ee.doe.gov

The Model Energy Code can be obtained from the International Code Council by calling 703-931-4533.

MECcheck™ materials can be ordered from DOE by calling 1-800-270-CODE or downloaded directly from the Web at: www.energycodes.org/resid/resid.htm

HOTLINE:
1-800-270-CODE (2633)



Printed with renewable — source ink on paper containing at least 50% wastepaper, including 20% post consumer waste.

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DOE/GO-10099-934

the MEC). Multifamily buildings three stories or less in height above grade must also comply with the MEC. Multifamily buildings, such as apartments, townhouses, and rowhouses that have three or more attached dwelling units and are referred to as type A2 in the MEC. Commercial buildings are defined as all buildings other than residential type A1 or A2, plus those residential buildings that are four stories or more in height above grade.



What additions must comply with the MEC?

Additions to residential buildings must be heated and/or cooled for the MEC to apply. Additions that are not heated and/or cooled, such as an unconditioned garage, need not comply. Energy-using systems that serve the addition must also comply with the MEC. For example, all new ductwork to an addition from an existing heating system must be insulated and sealed in accordance with the code.



How do I demonstrate compliance with the MEC?

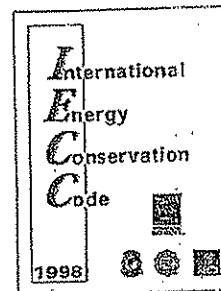
Commercial buildings must use ASHRAE Standard 90.1-1989 by reference, the 90.1 codified version, or Chapter 7 of the 1998 IECC. The U.S. Department of Energy has developed COMcheck-EZ™, a simple, prescriptive approach to demonstrating compliance with commercial energy codes. Methods for residential buildings include the use of a computerized building simulation tool to determine the energy use of the proposed design; a component-by-component approach that uses tables in the code appendix; and a whole building trade-off approach. The U.S. Department of Energy has developed a compliance tool set, MECcheck™, which makes it fast and easy for designers and builders to determine if new homes and additions to existing homes meet the MEC requirements.



How are changes made to the MEC?

The MEC is revised on a regular cycle through an open public-hearing process sponsored by the ICC. Anyone wanting to suggest a revision to the MEC can request a code change form, prepare a recommended change and substantiation, and participate in open public debate. For those who wish to suggest changes to the code, contact ICC at (703) 931-4533. All proposed changes are published and distributed for review prior to an open public hearing. Testimony for and against each change is heard, and a committee votes on a recommendation for each code change. The results of this first hearing are then published. Those wishing to have a proposed code change reconsidered and discussed at a second public hearing may submit a challenge to the committee's recommended action. Based on arguments at the second hearing, building officials could vote to overturn the committee's recommendation.

A new edition of the MEC (appearing every three years) or supplement to the previous edition (in years when a new edition does not appear) is published around the spring of each year.



How can I get a copy of the MEC?

Copies of the MEC are available from the model code organizations:

BOCA at (708) 799-2300
ICBO at (562) 699-0541
SBCCI at (205) 591-1853

This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/energystar.cfm>.



How to Promote ENERGY STAR through HOME

HUD encourages HOME PJ's to incorporate ENERGY STAR qualified products and practices when conducting rehabilitation or constructing new housing.

Why choose ENERGY STAR?

- Lower utility bills
- Improve comfort
- Increase project value
- Reduce air pollution and improve the environment

HOME funds may be used to finance rehabilitation activities to meet local codes and, at the same time increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment. Energy auditing and home energy rating are also an eligible use of HOME funds.

New housing constructed with HOME funds must meet the HUD standard, which is the 1992 Model Energy Code, or higher standard adopted by the jurisdiction. But PJ's are encouraged to build using ENERGY STAR specifications which are higher.

HOME-Funded Substantial Rehab and New Construction

There are two key ways to incorporate ENERGY STAR into your substantial rehab and new construction projects:

- Specify ENERGY STAR Qualified Products
- Adopt ENERGY STAR standards for building performance

HOME-Funded Moderate Rehab or Repairs

There are three key ways to incorporate ENERGY STAR when conducting moderate rehab or repair projects:

- Specify ENERGY STAR Qualified Products
- Conduct Home Sealing
- Follow recommendations for Energy-Efficient HVAC systems

Use ENERGY STAR procurement resources. A clear procurement policy is a key element in the project's financial soundness.

Content updated May 25, 2004

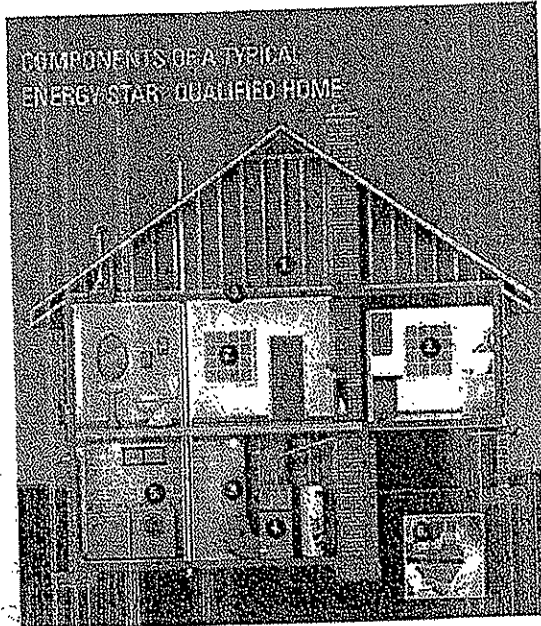
U.S. Department of Housing and Urban Development
451 7th Street, S.W., Washington, DC 20410
Telephone: (202) 708-1112 [Find the address of a HUD office near you](#)

Features of an ENERGY STAR Qualified Home

ENERGY STAR qualified homes are at least 15 percent more energy efficient than homes built to the 2004 International Residential Code (IRC).

Any home three stories or less can earn the ENERGY STAR label if it has been verified to meet EPA's guidelines for energy efficiency. This includes site-constructed homes, attached or detached homes, single or low-rise multi-family residential buildings, manufactured homes, systems-built (e.g., SIP or modular) and log homes, existing homes, or retrofitted homes.

ENERGY STAR qualified homes achieve energy savings through established, reliable building technologies. Builders work with Home Energy Raters to select from a number of features when planning and building homes.



1. Effective Insulation

Properly installed, climate-appropriate insulation in floors, walls, and attics ensures even temperatures throughout the house, less energy consumption, and increased comfort. Learn more about Properly Installed Insulation (149KB).



2. High-Performance Windows

Energy-efficient windows employ advanced technologies, such as protective coatings and improved frame assemblies, to help keep heat in during winter and out during summer. These windows also block damaging ultraviolet sunlight that can discolor carpets and furnishings. Learn more about Qualified Windows (212KB).



3. Tight Construction and Ducts




Sealing holes and cracks in the home's "envelope" and in duct systems helps reduce drafts, moisture, dust, pollen, and noise. A tightly sealed home improves comfort and indoor air quality while reducing utility bills. Learn more about Efficient Duct Systems (163KB).



4. Efficient Heating and Cooling Equipment





In addition to using less energy to operate, energy-efficient heating and cooling systems can be quieter, reduce indoor humidity, and improve the overall comfort of the home. Typically, energy-efficient equipment is also more durable and requires less maintenance.

than standard models. Learn more about:

- Qualified Heating Equipment  (142KB)
- Qualified Cooling Equipment  (178KB)
- Mechanical Ventilation  (140KB)

5. Lighting and Appliances

ENERGY STAR qualified homes may also be equipped with ENERGY STAR qualified products — lighting fixtures, compact fluorescent bulbs, ventilation fans, and appliances, such as refrigerators, dish washers, and washing machines. These ENERGY STAR qualified products provide additional energy savings to the owner. Learn more about ENERGY STAR qualified products:

- Qualified Appliances  (153KB)
- Qualified Lighting  (170KB)
- Advanced Lighting Package  (181KB)
- High Efficiency Water Heaters  (177KB)

6. Third-Party Verification


With the help of independent Home Energy Raters, ENERGY STAR builder partners choose the most appropriate energy-saving features for their homes. Additionally, raters conduct onsite testing and inspections to verify that the homes qualify as ENERGY STAR. Learn more about Independent Inspection and Testing  (182KB).

EXHIBIT E

HOUSING QUALITY, SITE AND NEIGHBORHOOD STANDARDS

Seminole County HOME Program

New Housing Construction

Housing Quality Standards

All newly constructed housing must meet these standards both at completion of construction, and throughout the assisted tenancy. Any variations from these standards may only be approved by the Community Services Department Director.

The Community Services Department Director will not approve any acceptability criteria variation if s/he believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

Sanitary facilities:

The dwelling unit must include sanitary facilities located within the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be private.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed washing basin in proper operating condition, with a sink trap and hot and cold running water.

The dwelling unit must have a shower or a bathtub in proper operating condition with hot and cold running water.

The sanitary sewer facilities must utilize an approved public or private disposal system (including a locally approvable on-site septic system).

Food preparation and refuse disposal:

The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

Each dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the tenant.

In a shelter-type facility, each tenant household must have access to an oven and stove or range. A microwave oven may be substituted for an oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink and hot and cold running water. The sink must drain into an approvable public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food.

There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Inoperable windows are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining an acceptable thermal environment healthy for the human body. There must be a safe system for heating the dwelling unit and a safe cooling system. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have a sufficient electrical source(s) so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room.

The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

Each living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weatherproof.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, loose boards are unacceptable.

All elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, radon, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply:

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Access performance requirement:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:

The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Except as provided in the next paragraph of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Site and neighborhood standards.

In addition to meeting the standards required above, the proposed sites for new housing construction must meet the following site and neighborhood standards:

(1) Be adequate in size, exposure and contour to accommodate the number and type of units proposed; adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) With respect to availability and cost of land and housing, be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063, and HUD regulations issued pursuant thereto.

(3) With respect to availability and cost of land and housing, promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of lower income persons.

(4) Be accessible to social, recreational, educational, commercial, and health facilities and services, and other facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(5) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive. (While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.)

Neighborhood:

The neighborhood must not be one which is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

Except for new construction housing designed for elderly persons, travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

